

FEDERAL REGISTER

THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
OF THE UNITED STATES
1934

VOLUME 10 NUMBER 118

Washington, Thursday, June 14, 1945

Regulations

TITLE 5—ADMINISTRATIVE PERSONNEL

Chapter I—Civil Service Commission

PART 25—FORMAL EDUCATION REQUIREMENTS FOR APPOINTMENT TO CERTAIN SCIENTIFIC, TECHNICAL AND PROFESSIONAL POSITIONS

Under authority of section 5 of The Veterans' Preference Act of 1944 (58 Stat. 387), The United States Civil Service Commission has determined that the duties of the following positions are such that they cannot be performed by a person who does not meet the minimum educational requirements prescribed by the Commission for such positions:

Medical Officer, All Grades.
Dentist, All Grades.
Veterinarian, All Grades.
Consultant in Education, All Grades.
Student Nurse, St. Elizabeths Hospital.
Student Dietitian.
Graduate Nurse, General Staff Duty or Psychiatric Duty.
Graduate Nurse, Trainee.
Physical Director, SP-6, Veterans' Administration.
Agronomist (Field Operations), Soil Conservation Service, P-1.
Soil Scientist (Field Operations), Soil Conservation Service, P-1.
Teachers, All Grades.
Examinations for the following types of teachers are included, among others:
Teacher (Academic Subjects), SP-6, Veterans' Administration Facilities.
Instructor (Academic Subjects), Reconditioning Centers, War Department.
Training Specialist, War Department.
Secondary School Teacher, P-1, War Relocation Authority.
Elementary School Teacher, SP-4, War Relocation Authority.

The justification for prescribing minimum educational requirements¹ for eligibility for appointment to the above listed positions is based upon the duties of the position, the knowledge requisite for the performance of such duties, and the method of obtaining the basic knowledge and training required.

By the United States Civil Service Commission.

[SEAL]

H. B. MITCHELL,
President.

[F. R. Doc. 45-10338; Filed, June 13, 1945; 11:01 a. m.]

¹ Filed as part of the original document.

TITLE 6—AGRICULTURAL CREDIT

Chapter II—War Food Administration (Commodity Credit Corporation)

PART 262—BEEF CATTLE PRODUCTION PAYMENTS

OFFER TO MAKE BEEF CATTLE PRODUCTION PAYMENTS

- | | |
|--------|---|
| Sec. | |
| 262.1 | Introduction. |
| 262.2 | Definitions. |
| 262.3 | Payments. |
| 262.4 | Duplicate payments. |
| 262.5 | Rates of payments. |
| 262.6 | Prerequisites to payments. |
| 262.7 | Method of payments. |
| 262.8 | Right to declare claims invalid. |
| 262.9 | Assignment and set-off. |
| 262.10 | Death, incompetency, or other disability of feeder or feeder-slaughterer. |
| 262.11 | Lost, stolen, or destroyed drafts. |
| 262.12 | Instructions and interpretations. |
| 262.13 | Revocation or modification. |

AUTHORITY: §§ 262.1 to 262.13, inclusive, issued under 56 Stat. 767; Pub. Law 30, 79th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681, O.E.S. Dir. 55, 10 F.R. 6595.

§ 262.1 *Introduction.* In an effort to maintain and increase the production of beef, the War Food Administration, through Commodity Credit Corporation (herein called "Commodity"), a corporate agency of the United States, pursuant to this announcement, hereby offers to make beef cattle production payments to eligible feeders and feeder-slaughterers of beef cattle for the period beginning May 19, 1945, and ending June 30, 1946, all in the manner and subject to the terms and conditions specified in this offer.

§ 262.2 *Definitions.* As used in this offer:

(a) The term "legally authorized slaughterer" means:

(1) Any slaughterer who is operating under Federal Meat Inspection pursuant to the act of May 4, 1907 (34 Stat. 1260, as amended, 21 U. S. C. 71, as extended by the act of June 10, 1942 (56 Stat. 351), or

(2) Any slaughterer who is operating pursuant to the regulations and orders of the Office of Price Administration.

(b) The term "eligible beef animal" means any bovine animal in either of the following classes:

(Continued on next page)

CONTENTS

REGULATIONS AND NOTICES

ALIEN PROPERTY CUSTODIAN:

Vesting orders:	Page
Ahlff, Gustav Eduard.....	7135
Demmler, Ernest.....	7135
Dietrich, Ferdinand.....	7135
Gerber, Frederick Otto.....	7136
Giese, Pauline A.....	7136
Gotzian, H. A.....	7136
Groth, Berta.....	7137
Kuhne, Charles W.....	7137
Larson, Luise.....	7138
Lobenhoffer, John P.....	7138
Lutsch, Johann Jacob.....	7138
Marod, Joseph Steve.....	7139
Matsuo, Jiro.....	7139
Neumann, John P.....	7139
Pasztellak, John.....	7140

CIVIL AERONAUTICS BOARD:

Transcontinental & Western Air, Inc. et al., hearing.....	7133
---	------

CIVIL SERVICE COMMISSION:

Education requirements, formal, for appointment to certain scientific, technical and professional positions in Federal service.....	7081
---	------

COAST GUARD:

Approval of equipment.....	7151
Miscellaneous amendments.....	7122

COMMODITY CREDIT CORPORATION:

Beef cattle production payments.....	7081
--------------------------------------	------

FEDERAL CROP INSURANCE CORPORATION:

Wheat, insurance contracts covering the 1946, 1947 and 1948 crop years.....	7124
---	------

FEDERAL TRADE COMMISSION:

Halfhill Co. et al.; cease and desist order.....	7114
--	------

Hearings, etc.:

Anti-Co-Rode Laboratories.....	7134
Low pressure refrigerants industry, proposed trade practice rules.....	7133
United Advertising Companies, Inc., and Nelson J. McMahon.....	7134

INTERSTATE COMMERCE COMMISSION:

Coin machines, Los Angeles, Calif.; unloading permit.....	7134
Shell eggs, refrigeration; shipment to breaking or drying plants.....	7134
Tank cars, demurrage charges.....	7123

(Continued on next page)

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, the National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.50 per month or \$15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington 25, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

NOTICE

The 1943 Supplement to the Code of Federal Regulations, covering the period June 2, 1943, through December 31, 1943, may be obtained from the Superintendent of Documents, Government Printing Office, at \$3.00 per book.

Book 1: Titles 1-31, including Presidential documents in full text.

Book 2: Titles 32-50, with 1943 General Index and 1944 Codification Guide.

The complete text of the Cumulative Supplement (June 1, 1938-June 1, 1943) is still available in ten units at \$3.00 each.

CONTENTS—Continued

MARITIME COMMISSION:	Page
Gulf Shipbuilding Corp., determination with respect to bids	7151
NATIONAL WAR LABOR BOARD:	
Procedure rules; selection of arbitrator	7115
OFFICE OF DEFENSE TRANSPORTATION:	
Grain, in bulk, transportation by rail or barge to New Orleans, La.; permit required	7124
OFFICE OF ECONOMIC STABILIZATION:	
Livestock slaughter payments; support prices, subsidies	7117

CONTENTS—Continued

OFFICE OF PRICE ADMINISTRATION:	
Adjustments and pricing orders:	Page
Bishop, J. M., Co.	7147
Brockman, William F.	7141
Diez, F., Cigar Factory	7143
Eisenlohr, Webster, Inc.	7145
Garcia, Cachita	7142
Garcia, Carlo, Cigar Factory	7145
Jay, Ben, Cigar Factory	7141
Krieg, Anthony	7140
Lawrence, Bert A.	7142
Lawson Machine Works	7146
Martinez & Cueto Cigar Factory	7144
Micromatic Products	7147
Resnick, L.	7143
Seneca Cigar Co.	7144
Smith, Benjamin H.	7143
Soto, Arthur G.	7141
Tampa Highness Cigar Factory	7146
Beds, double deck bunk, cots, mattresses, and hospital beds; sales by Commerce Department (SO 94, Am. 1 to Rev. Order 16)	7146
Mileage rationing; gasoline regulations (Rev. RO 5C, Am. 7)	7118
Piece goods, synthetic finished; sales by tailor trimming stores (SR 14E, Am. 3)	7117
Regional and district office orders:	
Community ceiling prices, lists of orders filed (4 documents)	7147, 7148, 7150
Fish, fresh; Alaska	7149
Yarn, fiber and staple fibre (MPR 167, Am. 1)	7116
SECURITIES AND EXCHANGE COMMISSION:	
Requirements for covering purchases	7114
SOLID FUELS ADMINISTRATION FOR WAR:	
Reports by producers and commercial dock operators	7115
SURPLUS PROPERTY BOARD:	
Foreign disposal	7118
Approval of delegation of disposal authority by War and Navy Departments to Office of Army-Navy Liquidation Commissioner	7119
Forms for declaration of surplus	7119
WAR DEPARTMENT:	
Procurement:	
Bonds and insurance	7102
Contracts	7086
Forms	7106
Instructions, general	7085
Labor	7104
Plant facilities expansions	7104
Purchases:	
General policies	7085
Instructions, miscellaneous	7105
Interbranch and interdepartmental	7104
Renegotiation and price adjustment	7105
Property disposition:	
Appendix	7109

CONTENTS—Continued

WAR DEPARTMENT—Continued.	
Property disposition—Con.	Page
Disposition for purposes directly related to prosecution of war	7106
General	7106
Non-military property, serviceable	7107
Non-repairable property	7106
Surplus property	7107
WAR FOOD ADMINISTRATION:	
Fluid milk and cream; delegation of authority to market agents for conservation and distribution (WFO 79-102, Am. 11)	7133
Sugar, direct consumption; distribution (WFO 131, WFO 131-1) (2 documents)	7131, 7132
WAR PRODUCTION BOARD:	
Batteries, dry cell, and portable lights operated by dry cell batteries (hearing aid batteries) (L-71-a, revocation)	7116
Circuit breakers, small air (L-300, revocation)	7115
Lead quotas, second quarter 1945 (M-115, Dir. 2)	7115
Resin, Coumarone-indene (M-300, Sch. 110)	7116
Suspension orders, etc.:	
Duart Mfg. Co.	7115
McGovern, T. J.	7151
Wiring devices, electrical, and heater cord sets (L-277, revocation)	7115
WAR SHIPPING ADMINISTRATION:	
"Caiman II," determination of vessel ownership	7151

(1) An animal which:

(i) Was sold at not less than the minimum price for the zone in which the animal was sold, as shown in Schedule A attached hereto,

(ii) Was owned by the seller for not less than 30 days immediately preceding such sale,

(iii) At the time of sale weighed 800 pounds or more live weight or was one of a lot of animals of similar weight and grade included in one weighing and averaging 800 pounds or more live weight each, and

(iv) Was sold during the period beginning May 19, 1945 and ending June 30, 1946, to a legally authorized slaughterer or to a person who has delivered such animal to such a slaughterer within 29 days after such sale but not later than June 30, 1946.

(2) An animal raised by a legally authorized slaughterer or an animal other than an eligible beef animal purchased by a legally authorized slaughterer, which animal:

(i) Has been held and fed by such slaughterer for not less than 30 days immediately preceding slaughter,

(ii) Has been slaughtered by such slaughterer during the period beginning May 19, 1945 and ending June 30, 1946,

(iii) Weighed at the time of slaughter not less than 800 pounds live weight, and
(iv) Yielded a beef carcass grading A or AA.

(c) The term "eligible feeder" means any person who has purchased or has raised a beef animal, which animal:

(1) Was sold by such person during the period beginning May 19, 1945 and ending June 30, 1946 to a legally authorized slaughterer for slaughter or to another person who has delivered such animal to a legally authorized slaughterer for slaughter within 29 days after such sale but not later than June 30, 1946,

(2) Was owned by such person for not less than 30 days immediately preceding such sale,

(3) At the time of such sale was an eligible beef animal, and

(4) If such person is a legally authorized slaughterer, such animal, when purchased by such person, either weighed less than 800 pounds live weight, was purchased by him for less than the minimum price as shown in Schedule A attached hereto for the zone in which the purchase took place, or was purchased before May 19, 1945.

(d) The term "eligible feeder-slaughterer" means a legally authorized slaughterer who has slaughtered during the period beginning May 19, 1945 and ending June 30, 1946 a beef animal which:

(1) Was raised by him or was purchased by him but if purchased after May 18, 1945 was not an eligible beef animal at the time of purchase,

(2) Was held and fed by him for not less than 30 days immediately preceding slaughter, and

(3) Was an eligible beef animal at the time of slaughter.

(e) The term "person" means any individual, partnership, association, business trust, corporation, or any organized group of persons either incorporated or not and includes the states and any subdivision thereof.

§ 262.3 Payments. Payments under this offer will be made upon compliance with the terms and conditions specified herein to any eligible feeder with respect to eligible beef animals sold by him and to any eligible feeder-slaughterer with respect to eligible beef animals slaughtered by him. No more than a total of \$40,000,000 will be paid to feeders and feeder-slaughterers under this offer.

§ 262.4 Duplicate payments. Commodity will not make more than one payment with respect to any one beef animal.

§ 262.5 Rates of payments. Rates of payment hereunder will be 50 cents per hundredweight. In determining the amounts due eligible feeders and feeder-slaughterers, the weight of the eligible beef animals shall be determined to the nearest whole hundredweight and any fractional portion of a hundredweight less than 51 pounds shall be disregarded.

§ 262.6 Prerequisites to payments. Payment hereunder will be made to any eligible feeder or feeder-slaughterer who:

(a) Files an application for payment in such form as shall be approved or prescribed by Commodity with the County AAA Committee in the county in which the feeder or feeder-slaughterer's farm, ranch, or feed lot is located (or such other place as Commodity may designate),

(b) Supplies with such application for payment evidence with respect to his eligibility to receive payment as provided in this offer which the County AAA Committee determines to be satisfactory pursuant to instructions approved by Commodity, and

(c) Files such application within 60 days after date of sale or slaughter, or on or before August 31, 1946, whichever is later (unless such time is, for cause, extended by Commodity).

§ 262.7 Method of payment. Payment hereunder, on the basis of each such application for payment which has been approved by the applicable County AAA Committee shall (unless Commodity otherwise directs) be made by a non-interest-bearing draft drawn by such County AAA Committee or other drawer designated by Commodity on Commodity and payable at a Federal Reserve Bank. Such draft shall be made payable to the person shown in the corresponding application for payment to be the eligible feeder or feeder-slaughterer, except as provided in § 262.10. Each draft shall be given a serial number and shall be delivered to the eligible feeder or feeder-slaughterer. The making of any payment on the basis of an approved application for payment filed hereunder shall not constitute a final determination of the validity or amount of the claim represented thereby. Any applicant who is determined by Commodity acting through the applicable County AAA Committee (or such other agent as may be designated) to have filed a wilfully falsified application pursuant to this offer, shall be deemed ineligible for the payment for which such claim is filed. Payments made on an application later determined to be wilfully falsified shall be repaid by the applicant. If it is determined that an improper application resulted from factors beyond the knowledge and control of the applicant, Commodity acting through the applicable County AAA Committee (or such other agent as may be designated) may accept a revised application and pay the amount which it deems proper. The provisions of this section shall not preclude legal action by Commodity under the Criminal Code of the United States against any feeder or feeder-slaughterer who submitted an application for payment under this offer for an amount in excess of the amount which would be proper in accordance with the terms of the offer.

§ 262.8 Right to declare claims invalid. Commodity shall have the right to declare invalid in whole or in part, any claim which is not in compliance with

the terms and conditions of this offer and any claim filed by an applicant who, in the judgment of the Price Administrator, has wilfully violated any meat or livestock regulation or order issued by the Price Administrator. Commodity shall also have the right to declare invalid, in whole or in part, any claim filed by an applicant concerning whom the Office of Price Administration has certified that in any civil judicial proceeding against such applicant it has been determined that the applicant has violated any substantive provision of any meat or livestock regulation or order issued by the Price Administrator. If such judicial determination is finally reversed, payment withheld under this section will be made by Commodity.

§ 262.9 Assignment and set-off. Payments due or to become due hereunder shall not be subject to assignment, attachment, garnishment, or levy. Payments hereunder shall be subject to set-offs for indebtedness of the eligible feeder or feeder-slaughterer to the United States of America or any agency or corporation thereof recorded on any AAA debt register, and this offer is expressly made subject to this provision for set-offs.

§ 262.10 Death, incompetency, or other disability of feeder or feeder-slaughterer. In case of death, incompetency, or disappearance of an eligible feeder or feeder-slaughterer, application for any payment hereunder may be made by any person who, under the regulations contained in ACP-122, as amended, issued by the Agricultural Adjustment Agency, would be entitled to payment. In case of infancy, bankruptcy, dissolution, or other disability of the eligible feeder or feeder-slaughterer, payments will be made to a representative only in accordance with specific instructions issued by Commodity.

§ 262.11 Lost, stolen, or destroyed drafts. In the event any executed draft shall be lost, stolen, or destroyed, the fact of such loss, theft, or destruction shall be reported immediately to the office of the applicable County AAA Committee and, in such event, the issuance of a duplicate draft shall be subject to such conditions as Commodity shall, from time to time, prescribe.

§ 262.12 Instructions and interpretations. Commodity shall have the right to supplement or clarify any provision of this offer or alter any procedure contained herein at any time by the issuance of instructions or interpretations in connection therewith.

§ 262.13 Revocation or modification. This offer, or any extension hereof, may be partially or wholly revoked, modified, or amended by Commodity with respect to any feeder or feeder-slaughterer at any time upon notice to such feeder or feeder-slaughterer or with respect to all feeders or feeder-slaughterers, by Commodity giving public notice of such modification, revocation, or amendment.

Such public notice may be given by filing of the notice with the Division of the Federal Register. Notwithstanding any such revocation, modification, or amendment, payment will be made with respect to eligible beef animals sold or slaughtered pursuant to this offer prior to the effective time of any such revocation, modification, or amendment.

Issued this 11th day of June 1945.

[SEAL] COMMODITY CREDIT CORPORATION
By R. W. MAYCOCK,
Vice-President.

Attest:

MARGARET W. SAMUELS,
Assistant Secretary.

SCHEDULE A—MINIMUM ZONE PRICES FOR CATTLE TO BE ELIGIBLE FOR BEEF SUBSIDY PAYMENT

Zone and description	Minimum price
1: Washington, but excluding the City of Spokane; Oregon, California	\$14.95
2: Idaho, Nevada	14.70
3: Montana, Wyoming, Utah, Arizona	14.25
4: Colorado, New Mexico	13.85
5: North Dakota, Nebraska, but excluding the City of Omaha; South Dakota, but excluding the City of Sioux Falls; Kansas, but excluding the City of Kansas City	13.65
6: Oklahoma	13.65
7: Texas, but excluding the cities of Houston, Dallas, Ft. Worth, El Paso and San Antonio	13.50
8: Minnesota, but excluding the City of St. Paul; Iowa, but excluding the City of Sioux City; Wisconsin—that portion of Wisconsin lying west of and including the counties of Iron, Price, Taylor, Clark, Jackson, Monroe, Vernon and Crawford	13.85
9: Missouri, but excluding the cities of Kansas City, St. Joseph and St. Louis	13.85
10: Arkansas, Louisiana—all that portion of Louisiana west of the Mississippi River from the Northeast point of East Carroll Parish to the Northeastern point of the Pointe Coupee Parish and west of and including the parishes of Avoyelles, Saint Landry, Saint Martin and Iberia	14.25
11: Wisconsin—all that portion of Wisconsin east of and including the counties of Vilas, Oneida, Lincoln, Marathon, Hood, Juneau, Sauk, Richland and Grant, but excluding the cities of Milwaukee and Cudahy	14.05
12: Illinois, but excluding the cities of Chicago and National Stock Yards	14.10
13: Indiana, but excluding the City of Indianapolis	14.20
14: Kentucky	14.40
15: Ohio, Michigan	14.55
16: New York—the following counties of New York: Niagara, Erie, Chautauqua, and Cattaraugus. Pennsylvania—all that portion of Pennsylvania west of and including the counties of Warren, Forest, Clarion, Armstrong, Westmoreland, and Fayette. West Virginia—all that	

SCHEDULE A—MINIMUM ZONE PRICES FOR CATTLE TO BE ELIGIBLE FOR BEEF SUBSIDY PAYMENT—Continued

Zone and description	Minimum price
portion of West Virginia west of and including the counties of Hancock, Brooke, Ohio, Marshall, Wetzel, Doddridge, Gilmer, Calhoun, Roane, Kanawha, Boone, Logan, and Mingo	\$14.65
17: New York—all that portion of New York west of and including the counties of Oswego, Oneida, Madison, Chenango, and Broome, but excluding the counties of Niagara, Erie, Cattaraugus, and Chautauqua. Pennsylvania—the following counties of Pennsylvania: McKean, Potter, Elk, Cameron, Clinton, Jefferson, Clearfield, Center, Indiana, Cambria, Blair, Huntingdon, Somerset, Bedford, and Fulton. Maryland—the following counties of Maryland: Garrett and Allegany. West Virginia—all that portion of West Virginia east of and including the counties of Monongalia, Marion, Harrison, Lewis, Braxton, Clay, Nicholas, Fayette, Raleigh, Wyoming, and McDowell	14.70
18: Virginia—all that portion of Virginia west of and including the counties of Highland, Bath, Alleghany, Craig, Montgomery, Floyd, and Carroll. Tennessee—all that portion of Tennessee east of and including the counties of Claiborne, Union, Anderson, Morgan, Cumberland, Bledsoe, Van Buren, Sequatchie, and Hamilton. North Carolina—all that portion of North Carolina west and southwest of and including the counties of Alleghany, Wilkes, Alexander, Caldwell, Burke and Cleveland	14.70
19: Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New Jersey, Delaware, the District of Columbia. New York—all that portion of New York east of and including the counties of St. Lawrence, Jefferson, Lewis and Herkimer, and east and southeast of and including the counties of Otsego, Delaware, Sullivan, Orange, Rockland, Westchester, New York, Bronx, Kings, and Richmond. Pennsylvania—all that portion of Pennsylvania east of and including the counties of Tioga, Lycoming, Union, Mifflin, Juniata, Perry and Franklin. Maryland—all that portion of Maryland east and southeast of and including the counties of Washington, Frederick, Montgomery, Prince Georges, Charles, and St. Marys	14.80
20: Virginia—all that portion of Virginia east of and including the counties of Frederick, Shenandoah, Rockingham, Augusta, Rockbridge, Botetourt, Roanoke, Franklin, and Patrick	14.80
21: Tennessee—all that portion of Tennessee west of and including the counties of Campbell, Scott, Fentress, Overton, Putman, White, Warren, Grundy, and Marion	14.40
22: Mississippi—all that portion of Mississippi north of and including the counties of Lowndes, Oktibbeha, Choctaw, Attala, Madison, Yazoo, and Issaquena. Alabama—all that portion of Alabama north and west	

SCHEDULE A—MINIMUM ZONE PRICES FOR CATTLE TO BE ELIGIBLE FOR BEEF SUBSIDY PAYMENT—Continued

Zone and description	Minimum price
of and including the counties of Jackson, Madison, Morgan, Cullman, Walker, Fayette, and Lamar	\$14.55
23: Louisiana—all that portion of Louisiana east of and including the parishes of West Feliciana, Pointe Coupee, Iberville, Assumption, and Saint Mary. Mississippi—all that portion of Mississippi south and including the counties of Noxubee, Winston, Leake, Scott, Rankin, Hinds, and Warren. Alabama—all that portion of Alabama south of and including the counties of DeKalb, Marshall, Blount, Jefferson, Tuscaloosa, and Pickens. South Carolina—all that portion of South Carolina west and northwest of and including the counties of Cherokee, Union, Newberry, Saluda, and Edgefield. Georgia—all that portion of Georgia west and northwest of and including the counties of Columbia, McDuffie, Warren, Glascock, Washington, Johnson, Laurens, Dodge, Wilcox, Ben Hill, Irwin, Tift, Colquitt, and Thomas. Florida—all that portion of Florida west of and including the counties of Leon and Wakulla	14.65
24: North Carolina—all that portion of North Carolina east and southeast of and including the counties of Surry, Yadkin, Iredell, Catawba, Lincoln, and Gaston. South Carolina—all that portion of South Carolina east of and including the counties of York, Chester, Fairfield, Richland, Lexington, Alken, Barnwell, Allendale, Hampton, Jasper, and Beaufort. Georgia—all that portion of Georgia east of and including the counties of Richmond, Jefferson, Emanuel, Treutlen, Wheeler, Telfair, Coffee, Berrien, Cook, and Brooks. Florida—but excluding the counties west, southwest and northwest of Jefferson County	14.80
("City" means the area within the corporate limits of a municipal corporation, and the zone adjacent to and commercially a part of such municipal corporation)	
Chicago Zone: City of Chicago, Ill.	\$14.25
Texas Market Zone: The following cities in Texas: Houston, Fort Worth, Dallas, El Paso, San Antonio	13.60
Indianapolis Zone: City of Indianapolis, Ind.	14.30
Kansas City, Omaha, Sioux City, St. Joseph Zone: City of Kansas City, Kans.; Cities of Kansas City and St. Joseph, Mo.; City of Sioux City, Iowa; City of Omaha, Nebr.	13.85
St. Paul Zone: City of St. Paul, Minnesota	13.85
Wisconsin Market Zone: The following cities in Wisconsin: Milwaukee and Cudahy	14.15
National Stock Yards: National Stock Yards, Ill.	14.15
St. Louis Zone: St. Louis, Mo.	14.15
Sioux Falls Zone: City of Sioux Falls, S. Dak.	13.80
Spokane Zone: City of Spokane, Wash.	14.80

[F. R. Doc. 45-10326; Filed, June 13, 1945; 11:26 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VIII—Supplies and Equipment

[Procurement Regs. 1, 2, 3, 4, 6, 7, 9, 10, 11, 12 and 13]

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 801-804, 806, 809-813, 821, 823, 824, 827, and 829 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated September 5, 1942 (9 F.R. 8363¹) as amended by Change 48, May 24, 1945, the particular regulations being Nos. 1-4, 6, 7, 9-13.

In section numbers the figure to the right of the decimal point corresponds with the respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Powers Act, 1941, 55 Stat. 838; 50 U.S.C. Supp. 601-622.

Subchapter A—Procurement

[Procurement Reg. 1]

PART 801—GENERAL INSTRUCTIONS

SUBPART A—INTRODUCTION

Subpart A is amended to read as follows:

§ 801.101 *Publication of procurement regulations.* Prior to July 1, 1942, it was the practice of the War Department to publish procurement regulations in the form of Army Regulations, War Department Procurement Circulars, and otherwise. As of July 1, 1942, the present numbered series of procurement regulations was issued to replace all other procurement regulations in effect as of that date. As changes in or additions to these regulations become necessary, they are currently effected by the publication of revisions.

§ 801.102 *Rescission of Army Regulations.* The following Army Regulations have been rescinded:

AR 5-50 AR 5-160 AR 5-240 AR 5-320
AR 5-100 AR 5-200 AR 5-260 AR 5-340
AR 5-140 AR 5-220 AR 5-300 AR 5-360

§ 801.103 *Rescission of other regulations, instructions and directives.* (a) Effective July 1, 1942, all War Department Procurement Circulars not theretofore rescinded, and the temporary series of procurement regulations with numbers followed by "T", have been rescinded.

(b) All regulations, instructions and directives inconsistent with these procurement regulations as originally issued under date of July 1, 1942, or with any revision thereof, shall be deemed rescinded as of July 1, 1942, or as of the date of such revision, as the case may be.

SUBPART B—DISTRIBUTION OF PROCUREMENT REGULATIONS

In § 801.106 (b), subparagraph (3) is amended to read as follows:

§ 801.106 *Distribution of procurement regulations.* * * *

¹ See also 9 F.R. 9460, 9585, 10944, 12242, 13215, 14159; 10 F.R. 556, 1855, 4012, 5171.

(b) *Distribution to military establishments of Procurement Regulation No. 7 and Joint Termination Regulation (PR 15) in separate form.* * * *

(3) The Joint Termination Regulation (PR 15) and changes thereto, in separate loose-leaf form, are distributed through the Readjustment Distribution Center, Federal Office Building, 6th Floor, 90 Church Street, New York 7, New York. Requests for the Joint Termination Regulation and changes thereto, in separate form, should be addressed and forwarded to that office and not to the address mentioned in § 801.106 (a) (1).

SUBPART C—APPLICABILITY OF REGULATIONS

Paragraph (a) of § 801.107 is amended and in paragraph (c) the introductory text is amended and a new sentence is added at the end, as follows:

§ 801.107 *Authority with respect to procurement.* * * *

(a) *Basic statute.* Section 5a of the National Defense Act, as amended by section 2 of the act of December 16, 1940, provides in part as follows:

Hereafter the Secretary of War, in addition to other duties imposed upon him by law, shall be charged with the supervision of the procurement of all military supplies and other business of the War Department pertaining thereto and the assurance of adequate provision for the mobilization of matériel and industrial organizations essential to wartime needs, and he may assign to the Under Secretary of War and The Assistant Secretary of War such duties in connection therewith as he may deem proper. (10 U.S.C. 1193; M.L. 1939, sec. 897)

By the terms of the act of December 15, 1944 (Public Law 488, 78th Congress) the above-quoted provision will remain in force until six months after the termination of the present war or until such earlier date as Congress or the President may designate.

(c) *Responsibilities of the Under Secretary of War fixed by AR 5-5.* Although Army Regulation 5-5 was rescinded as of July 1, 1942, and not reissued until April 2, 1945, the portion of that regulation relating to the responsibilities of The Assistant Secretary of War (now the Under Secretary of War), as in effect just prior to its rescission, is incorporated by reference in paragraph c. of the above quoted order of the Secretary of War, dated April 21, 1941. The portion of said regulation which is thus continued in force reads as follows:

The foregoing provisions of this paragraph were confirmed by paragraph 2d of Army Regulation 5-5, as reissued on April 2, 1945.

SUBPART D—MISCELLANEOUS PROHIBITIONS

In § 801.111 (c), the last paragraph is amended to read as follows:

§ 801.111 *Conflicts between outside interests of officers or civilian employees and their official duties.* * * *

(c) *Regulations supplementary to basic statute.* * * *

The Under Secretary of War is authorized to make exceptions to the regulation contained in subparagraph (2) above.

In particularly meritorious cases where because of the unusual training, experience or other qualifications of the officer or employee, the chief of a technical service finds that the application of the regulations contained in such subparagraph would be a serious obstacle to the service in performing its mission, a request for an exemption may be forwarded to the Director, Purchases Division, Headquarters, Army Service Forces. Such requests shall be held to a minimum and when made shall be accompanied by a full statement of the circumstances which are believed to make such exemption necessary. No exemption may be made from the provisions of the statute referred to in paragraph (a) or from subparagraph (1) of this paragraph.

[Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

SUBPART C—CONTRACT PRICE POLICIES

1. In § 802.233 (c), subparagraphs (4) and (5) are deleted, subparagraph (6) is redesignated (4), and subparagraph (3) is amended to read as follows:

§ 802.233 *Fixed-price contracts.*

(c) *Adaptation to war conditions.*

(3) Price revision articles.

2. The headnote of § 802.234a is amended to read "Protection against loss from early termination".

3. Section 802.236 is amended, and §§ 802.236a and 802.236b are added, as follows:

§ 802.236 *Price revision articles.* One means of adapting fixed price contracts to wartime conditions so as to achieve the basic objectives stated in § 802.230 is through the use of price revision articles. They are designed as a vehicle to protect contractors against the risks and hazards resulting from performing contracts in a war economy and in return for that protection, to enable contractors to agree to close prices. War Department policies with respect to price revision, the articles themselves, and the rules for their use and administration are set out in Part 803 of this chapter, particularly in Subpart H thereof. That part should be consulted before any price revision article is used or considered for use in any contract.

§ 802.236a *Escalation.* Except as and to the extent specifically provided in § 803.351 (d), (e) and (f), of this chapter, the use in War Department contracts of articles or provisions for escalation of any kind is not authorized. The term "escalation" as used herein means any kind of automatic, self-operating or non-negotiated price revision, whether based on indexes of any character, contractors' costs, OPA maximum prices, or any other standard. The term does not include negotiated price revision under the standard articles therefor set out in Subpart H of Part 803 of this chapter.

§ 802.236b *Incentive contracts.* An article providing for price redetermination upon completion of the contract, with specified rates of sharing in cost

savings below and extra costs above a target price, appears in § 803.379 (e) of this chapter. An explanation and an illustration of the operation of the article and the conditions for its use are set out in paragraphs (a) to (d), inclusive, of § 803.378 of this chapter.

[Procurement Reg. 3]

PART 803—CONTRACTS

SUBPART A—GENERAL

In § 803.302 (e) (2), the second paragraph is amended to read as follows:

§ 803.302 Definitions. * * *

(e) * * *

(2) *Authenticated copy.* * * *

The signatures on such copies may be either facsimile, stamped, or typed. In lieu of copying the signatures of the parties signing the contract or supplemental agreement and of the witnesses thereto, and the corporate certification or certificate, if any, of the contracting officers as to the authority of the person who signed the original for the corporate contractor, the contracting officer or his authorized representative may execute the following certificate on the copies furnished the Fiscal Office and the Financing Disbursing Office for their use:

I certify that this is a true copy of the document properly signed and witnessed _____ and that the corporate certification therein was properly executed.

SUBPART B—AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF; REQUIRED APPROVALS

In the list in § 803.304 (a) (3) the following changes are made: Under the heading "Office of the Chief Signal Officer" the first, second, third and fifth items are amended; three new items are added under the heading "Army Air Forces", and the last item under "Service Commands" is amended, as follows:

§ 803.304 Definitions—(a) *Standard forms of contract.* * * *

(3) * * *

OFFICE OF THE CHIEF SIGNAL OFFICER

O. C. S. O. Form No. 6-D: Purchase Order.
*W. D., A. G. O. Form No. 11-26 (superceding W. D. S. C. Form No. 57): General Contract for Trunkline and other Communication Facilities and Services.

*W. D., A. G. O. Form No. 11-51 (superceding W. D. S. C. Form No. 134): Contract for Communication and Electric Time Facilities and Services.

*W. D., A. G. O. Form No. 11-148 (superceding W. D. S. C. Form No. 1165): General Contract for Commercial Telephone Service Similar to that Furnished the Business Public.

ARMY AIR FORCES

Contract for Lease of Tractors and Trailers under Public No. 779, 77th Congress.

Contract for Lease of Tractors and Trailers and Indemnity Agreement under Public No. 779, 77th Congress.

Laundry and Dry Cleaning Contract; Hospital Laundry Contract.

SERVICE COMMANDS

Laundry and Dry Cleaning Contract; Hospital Laundry Contract (see ASF Circular No. 128, 1944, as amended by Section II, ASF Circular No. 159, 1945).

SUBPART C—FORMALITIES IN CONNECTION WITH EXECUTION OF CONTRACTS AND MODIFICATIONS THEREOF

1. A new paragraph (b-1) is added to § 803.309, as follows:

§ 803.309 *Numbering contracts.* * * *

(b-1) *Contracts executed by Army Air Forces contracting officers.* In numbering contracts executed by Army Air Forces contracting officers, the letter symbol representing the technical service shall be the letters representing the Army Air Forces, regardless of the source of the funds being used to finance the contracts. Burial contracts, however, shall continue to be numbered as service command contracts.

2. Paragraph (a) of § 803.313 is amended to read as follows:

§ 803.313 *Form of supplemental agreements and change orders—(a) Supplemental agreements.* (1) Supplemental agreements will be reduced to writing and signed by the contracting parties. Supplemental agreements will bear the same identification as the contract which is thereby modified or amended, and will be lettered or numbered, whichever method is authorized by the chief of the technical service concerned, in the order in which the modifications or amendments to the contract are issued. One continuous series of lettering or numbering as the case may be, will be used for each contract, even though it is modified or amended, both by supplemental agreements and by change orders: *Provided, however,* That a separate series of subnumbers, following the regular contract symbol, may be used to designate termination supplemental agreements, this to be preceded by the words "Termination Supplemental Agreement No. _____". For example, the first termination supplemental agreement of Contract No. W 36-030-qm-417 may be designated "Termination Supplemental Agreement No. W 36-030-qm-417 (1)".

(2) Whenever it is desired to effect a modification of more than one contract, it is permissible, in lieu of executing separate supplemental agreements for each contract, to execute a single supplemental agreement. This may be particularly desirable in effecting reductions in the total contract price of more than one contract or in the unit prices payable for items deliverable under more than one contract, (whether in conjunction with renegotiation under the provisions of the Renegotiation Act, as amended, or otherwise). Such supplemental agreements should be numbered in accordance with subparagraph (1) above as a supplemental agreement to each contract modified thereby. This may be done either on the face thereof or on an exhibit thereto. The following illustrates the type of designation that should be given such a supplemental agreement;

Supplemental Agreement No. to Contract No.	
3	W 36-030-qm-417
4	W 36-030-qm-418
8	W 36-030-qm-419

The above designations indicate that the single supplemental agreement constitutes the third modification of contract number W 36-030-qm-417, the fourth modification of contract number W 36-030-qm-418 and the eighth modification of contract number W 36-030-qm-419.

(3) In lieu of the procedure outlined in subparagraph (2), a company pricing agreement (see ASF Manual M-609) which affects a substantial number of contracts with the Government may be given a number of its own distinct from the numbers of the contracts affected thereby. If this is done, a statement will be made on the face of the company pricing agreement, or in a schedule to the agreement and referred to on the face, to the effect that the agreement modifies the prices under specified contracts, identified by number; the company pricing agreement will not be given a separate supplemental agreement number with respect to each contract affected thereby. Any supplemental agreement to a company pricing agreement, numbered in accordance with the provisions of this subparagraph, will similarly indicate the contracts affected thereby.

SUBPART E—CONTRACT PROCEDURE WITHIN THE SERVICE COMMANDS

In § 803.318b, paragraph (b), the introductory text of paragraph (c) (1), and paragraph (c) (1) (x) are amended to read as follows, and paragraph (c) (1) (xi) is revoked:

§ 803.318b *Contract procedure.* * * *

(b) *Reasons for separate system of numbering and distribution of service command contracts.* As indicated in § 803.318a (b), as a result of the service command reorganization, much of the contracting done at Class I, II, IV and special installations located within service commands is done under the complete jurisdiction of the commanding generals of the service commands. Except as provided in § 803.318c (b) and except as staff officers of the Commanding General, Army Service Forces, the chiefs of technical services have no function to perform in connection with this contracting. Some of the contracting done at Class I, II, IV and special installations is still, however, under the jurisdiction of the chiefs of the technical services. In order clearly to differentiate contracts which are executed at such installations under the jurisdiction of the commanding generals of the service commands from those executed under the jurisdiction of the chiefs of the technical services, it is important that contracts of the former type be numbered and distributed in a manner different from technical service contracts. In the succeeding paragraphs a separate system of numbering and distribution is provided for contracts executed under the jurisdiction of the commanding generals of the service commands. These contracts will be referred to as service command contracts.

(c) *Guides to determine when a contract is a service command contract.* (1) It is difficult to lay down any general rule as a guide to determining when a contract is to be numbered and distributed as a service command contract. The following general guides may be used for making the determination with respect to contracts (other than contracts executed by Army Air Forces contracting officers, as to which, see § 803.309 (b-1)):

(x) Contracts for furnishing local transportation to Government and other personnel, executed in accordance with Circular No. 397, War Department, 1944 and Memorandum No. W55-15-43, issued by the Office of the Adjutant General, will be numbered as Transportation Corps contracts.

(xi) [Revoked]

SUBPART H—MANDATORY AND OPTIONAL CONTRACT PROVISIONS

1. Section 803.329b is added as follows:

§ 803.329b *Adjustments under changes article in fixed price supply contracts—*

(a) *General.* (1) The "Changes" article authorized for use in fixed-price supply contracts (see § 813.1301 (b) of this chapter) permits the contracting officer by a written order to make changes in the drawings or specifications, or in the requirements as to packing and shipment. The article authorized in § 803.329a may be used in supply contracts in lieu of that authorized in § 813.1301 (b) of this chapter in which event the contracting officer is also empowered to increase or decrease within stated limits the quantities called for by the contract or to accelerate or reduce the rate of deliveries. An equitable adjustment is to be made and the contract modified accordingly:

(i) If such changes cause an increase or decrease in the amount due under the contract or in the time required for its performance (§ 813.1301 (b)), or

(ii) If such changes cause an increase or decrease in the amount of work under the contract or in the time required for its performance (§ 803.329a).

If the parties fail to agree the dispute is to be determined as provided in the Disputes article.

(2) The different types of changes which may be ordered will raise different kinds of problems in effecting the equitable adjustment required. These are discussed in paragraphs (b) to (d), inclusive, of this section.

(3) Reference is made to § 803.398b with respect to analogous problems of adjustments of fixed-price subcontracts under cost-plus-a-fixed-fee prime contracts.

(b) *Types of adjustments after a change order.* There are two types of adjustments either or both of which may be required to be made as the result of a change order:

(1) Adjustments attributable to increases or decreases in the unit costs for the balance of the contract as a result of the change order, including changes in the direct costs and in the amounts as well as the allocations of indirect expenses required for the performance of the balance of the contract;

(2) Adjustments attributable to the portion of the work done prior to the change order, including items such as work in-process, materials or machinery no longer usable, and subcontract or purchase order cancellation charges.

It is important that the difference between these two types of charges be clearly understood and observed in order to avoid duplication of the expenses incurred by the Government. Ordinarily it is desirable that these two types of adjustments be kept distinct, although the results may be included in a single written instrument. From the standpoint of pricing such separation is particularly desirable, since including those adjustments which are attributable to work done prior to the change order in the adjustment of unit prices tends to distort the unit prices for the purpose of pricing continuation orders and other comparable contracts. Where the two types of adjustment mentioned in (1) and (2) above are not set out in a single instrument it is important that each instrument shall indicate that it accomplishes only a part of the "equitable adjustment" contemplated as a result of the change order.

(c) *Adjustments attributable to the balance of the contract.* Efficient administration of the contract requires that the charges attributable to the change in unit costs as a result of the change order be determined and adjusted as quickly as possible in order that the contractor shall assume the same risks as he assumed in negotiating the original contract price. In effecting this adjustment, consideration must be given to the factors and principles relating to the negotiation of a new contract discussed in ASF Manual M-601 "Pricing in War Contracts", with particular attention to changes in the cost factors. Any necessary adjustment will in every case be reflected in an increase or decrease of the unit price of the items to be delivered after the change became effective. The claim for this type of adjustment is similar in nature to a claim asserted by a contractor under subparagraph (f) of the Uniform Termination Article (see e. g. § 803.324). Including this adjustment in a written agreement need not be delayed pending completion of the adjustment discussed in the next paragraph. In the event that the contract in question contains the optional price adjustment article set forth in § 803.373 (e) or (f), consideration will be given to the desirability of a negotiation for price adjustment under that article in lieu of the adjustment described in this paragraph.

(d) *Adjustments attributable to the work before the change order.* (1) A claim for the adjustment of charges attributable to the work done prior to the effective date of the change order is similar in nature to a claim with respect to the uncompleted portion of the contract arising upon termination under the termination article (see e. g. § 803.324). In adjusting such charges the provisions of Subchapter C of this chapter are not controlling but may be used as a guide. The adjustment of this type of charge may be reflected in a lump sum

payment and should normally be so reflected where substantial amounts are involved rather than reflected in the price of the article itself.

(2) In the event that the contractor includes in his claim the cost of any property which is rendered unusable by reason of the change order, the contracting officer must safeguard the interests of the Government by assuring that the value of such property is reflected in the adjustment made by reason of the change. Any excess inventory resulting from the change order should, if practicable, be dealt with and accounted for in conformity with Part 844 of this chapter. If title is to be taken by the Government, the agreement will provide clearly what is to be done with the property. The contracting officer will take all necessary action for prompt execution of the provisions of the supplementary agreement relating to property which is to be transferred to the Government.

(3) In view of section 3 (d) of the Contract Settlement Act and § 841.111-4 of this chapter the claim of a subcontractor under a fixed-price prime contract for work cancelled in whole or in part under circumstances which require the Government to bear the cost is a termination claim. The settlement of such a termination claim will be effected in accordance with the principles and under the procedures set out in Subchapter C of this chapter (see especially Part 846). Accordingly, in effecting the adjustments of the prime contract attributable to the work done prior to change order, the prime contractor will not be permitted to include estimated sums on account of the claims of his subcontractors. Instead he will be required to effect settlements of those claims before he may be paid therefor and to agree that any sums received on account of the settlement of the claims of his immediate subcontractors, which are not paid or credited to the immediate subcontractor within 10 days after receipt thereof, will be returned to the Government (see Article 3 of § 849.981-1 of this chapter).

(e) *Adjustments of changes resulting in a reduction in quantity.* A reduction in the quantity to be delivered under the contract made pursuant to the "Changes" article set forth in § 803.329a constitutes a partial termination within the meaning of the Contract Settlement Act of 1944. The use of a "Changes" article to effect a reduction in quantity and the problems incident thereto are discussed in § 842.216 of this chapter. Attention, however, is directed to the importance of safeguarding the interest of the Government in property rendered unusable because of the reduction by securing title thereto or otherwise receiving credit for the value thereof.

2. Section 803.339 is revoked as follows:

§ 803.339 *Price adjustment for increase of freight rates.* [Revoked]

3. The headnote of § 803.340 is amended to read "Rental of gas cylinders; contract clause."

4. In § 803.341, the following changes are made: The introductory text immediately preceding paragraph (a) is amended, the introductory text of para-

graph (c) is amended, and paragraphs (a), (b) and (d) are revoked, as follows:

§ 803.341 *Price adjustment based on production experience.* The following article provides for conversion of fixed-price contract to fixed price basis.

(a) Article ----- *Redetermination of price by formula.* [Revoked]

(b) Article ----- *Revision of entire price by negotiation.* [Revoked]

(c) Article ----- *Conversion to fixed price contract.* The following article will be used in cost-plus-a-fixed-fee contracts in accordance with § 802.232 (c) of this chapter:

(d) Article ----- *Adjustment of fixed fee.* [Revoked]

5. Section 803.342a is revoked as follows:

§ 803.342a *Price revision by mutual agreement.* [Revoked]

6. In § 803.349a, the introductory text of paragraph (a) is amended to read as follows:

§ 803.349a *Advance payments; optional amendment to clause in § 803.348a.*

(a) The following sentence may be inserted immediately following the third sentence of paragraph (f) of the advance payments article set forth in § 803.348a, either before or after termination, when it is desired to make partial payments to subcontractors in accordance with §§ 843.331 and 845.564-2 of this chapter:

6. The headnote of § 803.350 is amended to read "CPFF construction contracts; termination article."

7. In § 803.351, the introductory text is amended and paragraphs (a), (b) and (c) are revoked, as follows:

§ 803.351 *OPA escalation articles.* The articles appearing in paragraphs (d), (e) and (f) of this section, providing for escalation upon a change in maximum prices fixed by the Office of Price Administration, are authorized for use in the contracts and upon the conditions specified in the italic heading of each of those paragraphs.

(a) Article ----- *Price adjustment for costs of natural and synthetic rubber.* [Revoked]

(b) Article ----- *Price adjustment for freight costs on allocations.* [Revoked]

(c) Article ----- *Price adjustments for changes in delivery schedules.* [Revoked]

8. Sections 803.360, 803.360a, 803.360b and 803.361 are revoked, as follows:

§ 803.360 *Periodic adjustment of price and exemption from renegotiation.* [Revoked]

§ 803.360a *Price adjustment article based on optional periodic adjustment of price; where contractor has had previous experience in production of item.* [Revoked]

§ 803.360b *Retroactive changes in wages, salaries or other terms or conditions of employment.* [Revoked]

§ 803.361 *Short term pricing.* [Revoked]

9. In § 803.362, the headnote is amended to read as follows: "Lump sum construction contracts; accident prevention clause."

10. In § 803.365, the first sentence of paragraph (f) of the article carried in paragraph (a-1) is amended and paragraph (a-2) is added, as follows:

§ 803.365 *Contract clauses in connection with bonds and insurance.* * * *

(a-1) * * *
(f) In the event the contractor is reimbursed or compensated for any loss or destruction of or damage to Government property, caused by an excepted peril, it shall equitably reimburse the Government * * *

(a-2) *Liability and insurance clauses for use in fixed price contracts for transportation services.* The contract articles set forth below shall be used under the conditions prescribed for the use of each article in fixed price contracts for services accessory to or forming a part of a transportation movement, including contracts for freight handling, car loading and unloading, packing and crating, stevedoring, lighterage, trucking, heavy lift service, lumber handling and other contracts for terminal services not procured by means of a bill of lading.

(1) *Where eliminating cost of insurance results in savings.* Where savings to the Government may be obtained by eliminating the cost of insurance on Government property which otherwise would be added to the contract price, the contract will, unless an indemnity article for liability for extraordinary wartime risks and hazards is required, contain the article set forth in paragraph (a) of this section (omitting paragraph (f) and, in cases where the contract is performed on Government premises, paragraph (e)).

(2) *Where services performed by common carrier or warehouseman.* The following liability provision will be used where the services are performed by a common carrier or a common warehouseman at tariff or established rates, since such rates include a factor for the liability imposed or assumed:

Liability for Government-owned property. The Contractor's responsibility for Government property in its possession or control pursuant to the performance of this contract shall be that imposed by law.

(3) *Where savings trivial in amount, difficult of ascertainment or performed at tariff rates.* Except as otherwise provided in subparagraph (2) of this paragraph, where savings will be trivial in amount or difficult of ascertainment or where the services are performed at tariff or established rates, which rates include a factor for liability imposed or assumed, the following article will be used:

Liability for Government-owned property. The Contractor shall be liable to the Government for all loss of or damage to property of the Government in its possession or control in connection with this contract resulting from the fault or negligence of the Contractor's officers, agents, or employees.

(4) *Where contractor carries limited amount of insurance.* Where insurance covering Contractor's liability for property is carried in a limited amount and no substantial savings will accrue to the

Government if this insurance is eliminated, yet if the Contractor be required to assume total liability the Contractor's insurance limits would have to be increased or additional insurance purchased, thereby increasing the cost of services, the following article will be used:

Liability for Government-owned property.

(a) The Contractor shall be liable to the Government for all loss or destruction of or damage to the property of the Government in its possession or control in connection with this contract (hereinafter called "Government property") resulting from the fault or negligence of the Contractor's officers, agents, or employees: *Provided, however,* That the liability of the Contractor under this paragraph shall not exceed \$(A) on account of any one accident or occurrence and that with respect to so much of any loss or destruction of or damage to Government property on account of any one accident or occurrence as exceeds \$(A) the Contractor shall be liable only under the conditions set forth in subparagraph (b) hereof.

(b) Except as otherwise specifically provided, the Contractor shall not be liable for loss or destruction of or damage to Government property unless such loss, destruction or damage results from the willful misconduct or failure to exercise good faith on the part of the Contractor's corporate officers or other representatives having supervision or direction of the operation of the Contractor's business or of the whole of Contractor's operations at any place where the Contractor may perform services under this contract.

(c) The Contractor represents that it is not maintaining and agrees that it will not hereafter maintain insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to Government property in excess of the maximum amount of liability provided in subparagraph (a) hereof, and represents that it is not including and agrees that it will not hereafter include in any price to the Government any charges or reserve for such insurance.

(d) Upon the happening of loss or destruction of or damage to Government property in excess of \$(A) the Contractor shall communicate with the Contracting Officer and, if directed by the Contracting Officer, with the Loss and Salvage Organization now or hereafter designated by the Contracting Officer; and, with the assistance of that organization, if employed by the Contractor to perform services in accordance with instructions or regulations of the Government, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the Contracting Officer a statement of: (1) the lost, destroyed and damaged Government property, (2) the time and origin of the loss, destruction or damage, (3) all known interests in commingled property of which the Government property is a part, (4) the insurance, if any, covering any part of or interest in such commingled property. The Contractor shall be reimbursed the expenditures made by it and approved by the Contracting Officer in performing its obligations under this subparagraph (d) (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges, the payment of which the Government has, at its option, assumed direct).

(e) In the event the Contractor is indemnified, reimbursed or compensated for any loss or destruction of or damage to Government property, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and,

upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(1) The Government shall at all times have access to the premises wherein any Government property is located. (Omit this subparagraph if the contract is to be performed at an Army installation.)

(5) *Where Government may obtain benefit of insurance carried as part of contractor's regular operations.* If the Contractor carries as a part of its regular commercial operations insurance on property covering loss or damage caused by fire, lightning, flood, windstorm and the like, and the Government may obtain the benefit of such additional insurance protection without substantial increase in the contract price, the following provision will be added at the end of the articles prescribed in subparagraphs (2) and (3), at the end of subparagraph (a) of the article prescribed in subparagraph (4) of this paragraph or (with the first seven words of the second sentence deleted) in lieu of subparagraph (a) of the article prescribed in subparagraph (4) of this paragraph, depending upon the nature of the Contractor's insurance:

The Contractor carries and will maintain as a part of its regular commercial operations insurance covering loss or destruction of or damage to property in the amount of \$..... In addition to the liability hereinabove imposed, the Contractor shall be liable to the Government for any loss or damage to property of the Government in its possession or control in connection with this contract to the extent coverage is provided in such insurance.

(6) *Where extraordinary risks and hazards are involved.* In rare cases contracts which may involve extraordinary risks and hazards of loading and unloading, discharging, handling, storage, or proximity of ammunition, explosives, gasoline, or other inherently dangerous freight may provide that the Government assumes such extraordinary risks and hazards incident to wartime operations to which the Contractor may be exposed. In such instances, where a lower contract rate may be obtained thereby and it is deemed that the assumption of such risks and hazards by the Government will facilitate the prosecution of the war, the article set forth below may be used with such minor variations as may be necessary to fit the particular situation. All contracts containing such article will be submitted for prior written approval in accordance with § 802.238 (c) of this chapter. No indemnity provision will be used in contracts at tariff rates with common carriers or common warehousemen.

Liability and indemnity. (a) The Contractor shall procure and maintain at all times during the continuance of this contract a policy or policies of insurance insuring the Contractor against liability for injury to or death of any person or persons in an amount not less than \$(X) in any one accident, and for liability for property damage, including but not limited to property of the Government, in an amount not less than \$(Y) in any one accident. The Contractor shall have attached to and made a part of all said insurance policies a provi-

sion by the terms of which the insurer agrees to waive any and all rights of subrogation which it may have against the United States by reason of any payment under said policy or policies.

(b) The Contractor shall be liable to the Government for any loss or damage which may be sustained by the Government as a result of the fault or negligence of the Contractor's officers, agents or employees, subject, however, to the following limitations and conditions:

(i) The Contractor's liability to the Government in connection with any one accident shall be limited to the amount of \$(Y) (or the amount of insurance carried by the Contractor, whichever is greater). The Contractor represents that the prices stated herein do not include the cost of insurance against the risks assumed by the Government nor any provision for a reserve to cover such risks.

(ii) The Contractor shall not be responsible to the Government for any loss or damage resulting from any act or omission of any employee of the Government or resulting from compliance by officers, agents, or employees of the Contractor with specific directions of the Contracting Officer; nor shall the Contractor be so responsible for any such loss or damage resulting from failure of the equipment supplied by the Government, unless the Contractor is negligent in the care and use of such Government furnished equipment.

(c) The services to be performed under this contract are incident to war activities of the Government and may include, in addition to services of a nature normally performed by the Contractor in peacetime commercial operations with the risks and hazards normally incident thereto, the loading, discharging, handling, presence or proximity of ammunition, explosives, gasoline or other inherently dangerous freight. It is understood that the compensation to the Contractor for the work has been established with regard only to the normal risks and hazards involved in similar services in peacetime commercial operations, and that such consideration does not include any allowance for the additional and extraordinary risks and hazards described above. To induce the contractor to undertake the performance of such services for the compensation herein provided, and thus obtained for the Government the resulting benefit of such reduced compensation, the Government will hold the Contractor harmless.

(i) Against liability to parties other than the Government because of death, bodily injury, or property damage or destruction or otherwise of any kind whatsoever, irrespective of negligence of the Contractor, its officers, agents, servants, or employees; and

(ii) For any expense, not excluded under subparagraph (4) hereof, which may be incurred by the Contractor, and which is attributable to such liability:

subject, however, to the following conditions and limitations:

(1) The undertaking of the Government shall be applicable and limited to situations where such liability arises out of, results from, or is in any way attributable to or connected with the presence or proximity of ammunition, explosives, gasoline or other inherently dangerous freight, or the loading, unloading, discharging, handling or storing of such freight by the Contractor.

(2) The undertaking of the Government shall be limited to the excess over and above \$(X), or the amount of insurance carried by the Contractor, whichever is greater, for injury to or death of persons, and \$(Y), or the amount of insurance carried by the Contractor, whichever is greater, for property damage, of the total and entire amount of such liability arising out of any single accident.

(3) The undertaking of the Government shall not be applicable and the Government shall have no obligation or liability in respect of such undertaking or otherwise, in situations in which such liability and expense is due in whole or in part to willful and deliberate disregard of instructions of the Government or to the personal failure to exercise good faith, or, insofar as the character of the work permits under wartime operations, that degree of care normally exercised under like conditions in the performance of the Contractor's peacetime commercial operations, by the elected corporate officers of the Contractor or the representative of the Contractor having supervision or direction of all operations at any place where the contractor may perform services hereunder, unless such failure to exercise such normal care is in compliance with express instructions of the Government.

(4) The Contractor shall cooperate with the Government and, upon the Government's request, shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits; and the Government shall reimburse the Contractor for actual out-of-pocket expenses incurred by it in compliance with such a request, other than the cost of maintaining the contractor's usual organization and loss of earnings, unless and to the extent such expenses are covered by a policy or policies of insurance carried by the Contractor. The Contractor shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of said occurrence of such event.

(5) This undertaking of the Government to hold the Contractor harmless against liability, as herein provided, shall not create or give rise to any right, privilege, or power in any person or organization, except the Contractor, nor shall any person or organization be or become entitled to join the Government as a co-defendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose: *Provided, however,* That as to any risk borne or assumed by the Government through its undertaking above set forth, the Government shall be subrogated to any claim, demand or cause of action against third persons or organizations which exists in favor of the Contractor, and the Contractor shall, if so required, forthwith execute one or more formal assignments or transfers of such claims, demands or causes of action.

(6) The undertaking of the Government shall not be applicable to the Contractor's liability arising under the applicable provisions of a federal, state, territorial or district Workmen's Compensation law.

(7) Upon the happening of any event from which the obligation of the Government to hold the Contractor harmless against liability and expenses might arise, the Contractor shall communicate with The Judge Advocate General, Washington, D. C., the Contracting Officer and with the Loss and Salvage Organization now or hereafter designated by the Contracting Officer. If claim is made or suit is brought thereafter against the Contractor as a result or because of such event, the Contractor shall immediately deliver to the Government every demand, notice, summons or other process received by it or its representatives, and the Government shall provide appropriate attachment or appeal bonds or undertakings where required in the course of such litigation.

11. Sections 803.370 to 803.378, inclusive, are added, as follows:

§ 803.370 *General considerations—*
(a) *General policy.* As announced in

Part 802 of this chapter, the policy of the War Department is to enter into supply contracts on a fixed price basis whenever such a course is feasible. Fixed price contracts at close prices tend to stimulate contractors to keep down costs by making the most effective use of manpower, materials and productive equipment and thus to minimize the cost of the war in terms of those economic resources as well as in terms of monetary outlay. Every effort must be made, therefore, to place supply contracts at close prices, regardless of whether any of the Price Revision Articles set out in §§ 803.370 to 803.377, inclusive, are used. Where the use of such an article is deemed necessary, the appropriate article may and should be incorporated in the contract if the conditions prescribed for its use are satisfied. The various articles to which the foregoing statements are applicable, together with the rules governing their use, are set forth hereinafter in §§ 803.370 to 803.377, inclusive.

(b) *Exceptions to general policy and regulations.* In specific instances where the contracting officer is of the opinion that (1) prices submitted by prospective contractors have not been arrived at independently, or (2) reasonable prices cannot be established from cost breakdowns and other available data, or (3) other circumstances require protection of the Government's interests by the use of an appropriate Price Revision Article, or a modification thereof providing for downward adjustment only, he may initiate a request through channels to the Director, Purchases Division, Headquarters, Army Service Forces, for authority to deviate from the policy and regulations set forth herein. Such requests will be accompanied by (i) a full statement of all the facts and circumstances deemed to require such deviation, (ii) a statement of the proposed manner and effect of the deviation, and (iii) the recommendation of the chief of the technical service with respect thereto.

(c) *Arrangement of articles and regulations.* (1) Forms I-A, I-B and I-C provide for periodic revision of price at fixed intervals. Forms II-A and II-B provide for optional periodic revision of price upon the demand of either party. These forms constitute the basic price revision articles and are identical in provision except to the extent that their specific purposes require variations therein. The regulations common and applicable to all these forms are contained in § 803.371. Additional regulations governing the use and administration of each separate form will be found in the paragraph setting out that form.

(2) Form III, providing for revision of price on account of retroactive changes in labor conditions, and the regulations for its use and administration, are set out in § 803.374.

(3) Form IV, providing for downward price revision after completion or termination of the contract, and the regulations for its use and administration, are set out in § 803.375.

(4) Form V, providing for downward or limited upward price revision after completion or termination of the con-

tract, and the regulations for its use and administration, are set out in § 803.376.

(5) Form VI, providing for repricing upon the happening of a specified contingency, and the regulations for its use and administration, are set out in § 803.377.

(d) *Relation of revision of prices under contract articles to statutory renegotiation.* (1) It is the policy of the War Department that each War Department contract should stand on its own feet insofar as the price is concerned and that, in arriving at a sound price initially or in revising the price pursuant to a contract article, no consideration should be given to the fact that the contractor may have incurred low profits or losses under other war contracts. It is recognized that where a Price Revision Article calls for a revision of the prices of items delivered during a completed fiscal period the price change may affect the billings for a period which has been included in a renegotiation settlement. It is the policy of the War Department that, except insofar as a different result is required by reason of contractual provisions which are now no longer authorized, there shall be no difference in net result to the contractor and the Government whether the price revision relating to the completed fiscal period follows or precedes the statutory renegotiation of sales for that period. This policy is given effect by a provision inserted in those Price Revision Articles which call for retroactive price revision (e. g. §§ 803.372 (g) (10) and 803.373 (f) (10)).

(2) In the great majority of cases the revision of prices of items delivered in the completed fiscal period can be completed before conclusion of the statutory renegotiation for that period. Contracting officers will make every effort to see that this result is attained. In the few cases where the revision of prices of items delivered in a completed fiscal period has not been completed before the conclusion of the statutory renegotiation for that period, the negotiation to establish the revised price should be carried to conclusion as promptly as possible. In

determining what changes are to be made in the amounts paid or payable by or to the contractor in respect of items delivered during the completed fiscal period, the following general guides should be considered by the contracting officer:

(i) If the renegotiation resulted in a clearance notice or clearance agreement:

(a) Any reduction in price should be recovered from the contractor;

(b) An increase in price should be allowed to the contractor if and to the extent that the office which conducted the renegotiation advises the contracting officer that excessive profits will not result therefrom.

(ii) If the renegotiation resulted in a recapture of excessive profits:

(a) No increase in price should be allowed, since that would merely have the effect of increasing the excessive profits;

(b) To the extent that the renegotiation has permitted the contractor to set up a reserve against possible downward price revisions, any reduction in price should be recovered from the contractor;

(c) After exhaustion of any reserves against downward price revisions the contracting officer may permit the amount recaptured in renegotiation to be treated as an offset against any downward price revision to the extent that he is reasonably satisfied that the renegotiation recapture has not been applied as an offset against downward price revisions under other contracts.

(e) *Tabular view of price revision articles.*

NOTE: This table is designed to assist contracting officers and other procurement personnel to familiarize themselves with the price revision articles and to enable them quickly to ascertain which article appears most appropriate for a particular proposed contract. It is not designed to supplant in any way the textual regulations themselves, since the effect of each article and the conditions for its use are not stated in detail. Before any article is proposed to be used or is used in a particular case, the full text of the applicable regulations will be carefully examined and followed.

Effect of article	Conditions for use	
	Applicable to particular article	Applicable to all form I and form II articles
Form I-A (§ 803.372 (c)) Upward or downward price revision negotiated at fixed periods, with prospective effect only.	(§ 803.372 (b)) 1. Contract is such that both parties should be bound by price for the first period. Pricing periods range from 3 to 4 months in length. 2. Price is based on projections not extending beyond end of first period. 3. Periods should conform with operation of contractor's cost accounting system and need not be of equal length. 4. Periods may be measured in time or production or delivery of items.	(§ 803.371 (a)) 1. Contract is fixed price contract for supplies or services. 2. There is an absence of competition as that term is defined in § 803.371 (a) (2). 3. Price is negotiated on understanding that particular article is to be included in contract and is a close price containing substantially no contingency charges. 4. Contractor employs proper estimating methods. 5. Contractor's cost accounting system is sufficiently reliable and accurate for proper operation of article.
Form I-B (§ 803.372 (f)) Upward or downward price revision negotiated at fixed periods, with prospective effect only and with first period price based on experience under prior contract for same or similar item.	(§ 803.372 (b)) 1. Production under prior contract will continue to beginning of production under new contract. 2. Where new contract is of short duration, it may constitute one period. 3. Price is based on projections which do not extend beyond end of first period. 4. Periods should conform with operation of contractor's cost accounting system and need not be of equal length. 5. Periods may be measured in time or production or delivery of items.	6. One article is not to be substituted for another without express authority. 7. Alternative provisions for disagreements are provided. See §§ 803.372 (b) and (h), 803.373 (b) and (g).

Effect of article	Conditions for use	
	Applicable to particular article	Applicable to all form I and form II articles
Form I-C (§ 803.372 (g)) Upward or downward price revision negotiated at fixed intervals, with retroactive revision at end of first period and prospective revision thereafter.	(§ 803.372 (b)) 1. Contract is such that neither party should be bound by price for first period. First period not to extend beyond 40% of production under contract. 2. Price is based on projections not extending beyond end of first period. 3. Periods should conform with operation of contractor's cost accounting system and need not be of equal length. 4. Periods may be measured in time or production or delivery of items. 5. Article may provide for one pricing, both retroactive and prospective, in appropriate cases.	(§ 803.371 (a)) 1. Contract is fixed price contract for supplies or services. 2. There is an absence of competition as that term is defined in § 803.371 (a) (2). 3. Price is negotiated on understanding that particular article is to be included in contract and is a close price containing substantially no contingency charges. 4. Contractor employs proper estimating methods. 5. Contractor's cost accounting system is sufficiently reliable and accurate for proper operation of article. 6. One article is not to be substituted for another without express authority. 7. Alternative provisions for disagreements are provided. See §§ 803.372 (b) and (h), 803.373 (b) and (g).
Form II-A (§ 803.373 (e)) Upward or downward price revision negotiated upon demand of either party, with prospective effect only, and subject to specified limitations on frequency of demands.	(§ 803.373 (b)) 1. Contract is such that both parties should be bound by initial price. 2. Price is based on projections extending over life of entire contract, taking into account reasonably expected cost decreases. 3. Date before which first demand cannot be made is specified. Ninety-day limitation effective thereafter may be varied by chief of technical service.	
Form II-B (§ 803.373 (f)) Upward or downward negotiated price revision, with first period fixed and subject to retroactive revision, and with prospective revision thereafter upon demand of either party, subject to specified limitations on frequency of demands.	(§ 803.373 (b)) 1. Contract is such that neither party should be bound by initial price. 2. Price is based on projections extending over life of entire contract taking into account reasonably expected cost decreases. 3. Ninety-day limitation on frequency of demands may be varied by chiefs of technical service. 4. Percentage figure in paragraph (b) (1) of article to be kept as low as possible and never is to exceed 40%.	
Form III (§ 803.374 (e)) Negotiated price revision in event of retroactive changes in wages, salaries or employment conditions ordered or authorized by War Labor Board or any other authorized Government Agency.	(§ 803.374 (b)) 1. Contract must contain one of the Form I or Form II price revision articles. 2. Price must contain substantially no charge for changes in wages, salaries or employment conditions.	
Form IV (§ 803.375 (d)) Downward price revision negotiated upon contracting officer's demand after completion or termination of contract.	(§ 803.375 (b)) 1. Contract amount is \$100,000 or less. 2. Initial price bears reasonable relationship to expected final price under contract. 3. Items are strictly developmental or experimental in character. 4. Contractor's cost accounting system is sufficient to show costs under contract.	
Form V (§ 803.373 (d)) Downward or limited upward price revision negotiated after completion or termination of contract.	(§ 803.376 (b)) 1. Maximum price does not exceed \$1,000,000. 2. Contract calls for experimental or developmental items or service for tests in laboratories or field operations or similar experiments. 3. Form I-C or II-B cannot be used in contract. 4. Price is as close as circumstances permit. Maximum price bears reasonable relationship to initial price. 5. Contractor has or will establish adequate cost accounting system. 6. Prior written approval of Director, Purchases Division is required before article is used in any contract.	
Form VI (§ 803.377 (b)) Upward or downward price revision negotiated upon happening of specified contingent event and limited to that event and its direct effect.	(§ 803.377 (b)) 1. Contingency or basic assumption must be clearly stated in article. 2. Contingency must come within one of specified categories. 3. Certain events are excluded as possible contingencies. 4. Price contains no charge or allowance on account of specified contingency. 5. Article may be used even though one of Form I or Form II articles is used in same contract.	

§ 803.371 Rules applicable to Forms I-A, I-B, I-C, II-A and II-B—(a) Conditions for use. None of Forms I-A, I-B, I-C, II-A and II-B will be used unless all of the following conditions are satisfied:

- (1) The contract is a fixed price contract for supplies or services.
- (2) The contracting officer believes that there is an absence of competition for the business to which the contract is

to relate and that the prices quoted do not clearly reflect competition. The term "competition" as used herein means an actual striving by two or more persons for the particular order. It generally presupposes that available productive facilities are more than sufficient to meet the entire demand for the item in question, with the consequence that there is a free interaction between the forces of supply and demand. The term does not include formal bids or quotations which do not reflect a genuine attempt on the part of the bidders to obtain the order in actual rivalry with one another or which do not indicate independent action in arriving at the prices quoted.

(3) The price (i) is negotiated upon the express understanding that the particular Price Revision Article is to be included in the contract and (ii) is a close price meeting the requirements of Army Service Forces Manual M601, "Pricing in War Contracts," and Subpart C of Part 802 of this chapter and containing substantially no charge or allowance for contingencies.

(4) The contracting officer is satisfied that the contractor employs methods of estimating its costs which accurately reflect current shop and engineering experience and proper quantity and price allowances for material, labor, machine utilization and other cost elements.

(5) The contracting officer is satisfied that the contractor has a cost accounting system of sufficient accuracy and reliability to show the cost information required by the article at the time or times provided therein.

(6) Except as otherwise specifically authorized in §§ 803.370 to 803.377, inclusive, no Price Revision Article will be substituted for another in or be deleted from an existing contract without the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(7) The special conditions for the use of the particular Form I or Form II article to be employed, hereinafter prescribed, are met and satisfied.

(b) Rules for administration. In negotiating a price adjustment under any of the Form I or Form II articles, the contracting officer will adhere to the following rules:

(1) The negotiations to revise prices should ordinarily take into account all changes in specifications which have been made up to the time of the negotiations.

(2) Negotiations to revise prices will be conducted upon substantially the same basis as the original negotiation of a price when like information on costs and estimates is available. The contracting officer ordinarily should not give consideration to an increase in price beyond the amount estimated to be the excess of (i) any increases in cost beyond the contractor's control over (ii) any offsetting reductions in the contractor's costs. However, this rule should not be applied to deprive a contractor of a reasonable reward in the form of an increased estimated profit margin for especially efficient and economical production.

(3) The contracting officer should take into consideration the fact that in-

creases in certain costs may be offset by decreases in others. The contracting officer should also recognize that increases in wages and in the prices of materials will not necessarily increase, immediately or proportionately, the cost of items to be delivered by the contractor. For example, some of the labor on work in process at the time of a wage increase may have been performed while lower rates of wages were in effect. Again, materials included in work in process may have been bought by the contractor before the effective date of a price increase. Similarly, the contractor may have an inventory on hand or materials on order at prices which do not reflect the current increases therein. Also, there may be offsetting savings not attributable to the efficiency of the contractor.

(4) The contractor's estimate of future costs will be considered in the light of all available data, including shop, engineering, accounting and other relevant information, which will help to check the accuracy of the estimate. When any component or components of the estimate are in question, the contracting officer should inquire into the physical facts, e. g., the number of men actually engaged in a particular operation or process, the quantity of material actually used, etc. Expense and overhead allocations are based upon an estimated amount of expense spread over an anticipated volume to be obtained. Check of the actual rate of expenditures and the actual volume being obtained should be made so that the rates used may be founded on up-to-date forecasts. The aggregate of those charges included in the prices of contracts entered into within the current period should be considered in order to avoid excessive prices through over-absorption of such charges.

(5) In addition to consideration of the contractor's cost experience under the contract and its estimates of future production costs, the contracting officer should make use of comparative prices, comparative costs and the trends of such prices and costs. If, since the making of the contract, prices have become competitive (in the sense indicated in § 803.371 (a)), particular weight shall be given to comparative prices, to the end that the effect of competitive forces may be fully realized for the benefit of the Government.

(6) The contracting officer should make such use and verification of the estimate and the supporting cost data submitted by the contractor as he would make with respect to similar data upon the negotiation of a price under a new contract. The verification may include the examination of the contractor's records, accounts and books and, if necessary in a particular case, may include an audit thereof, but generally the emphasis should be upon a check of the physical facts underlying the estimate (e. g., the quantity of material actually used, scrap losses, man and machine hours consumed, etc.) and the prices and rates used therein.

(7) The negotiations will be promptly instituted and concluded in strict ac-

cordance with the provisions of the particular article. Every effort will be made to come to an agreement as to revised price or prices. The provisions operative in the event of failure of the parties to agree shall be relied upon only as a last resort. If the alternative provisions of § 803.372 (h) or § 803.373 (g) have been used and an order is to be entered pursuant to section 801 of the Revenue Act of 1943, the price thereunder will be fixed in accordance with Subpart I of Part 812 of this chapter.

(8) Upon the conclusion of each negotiation for price revision, the revised price or prices will be evidenced by a supplemental agreement. The supplemental agreement should clearly indicate what costs, if any, of a nonrecurrent nature have been recognized as having been paid for in prices for the preceding period or periods, so as to avoid the possibility of a second payment therefor in the event of termination at the option of the Government. This is particularly important where Form I-C or Form II-B has been used.

(9) Whenever a contract containing one of the Form I-A, I-B, I-C, II-A or II-B Price Revision Articles is modified by change order or supplemental agreement, so as to affect the rate of deliveries or quantities of items called for, the contracting officer will take care to deal with and cover explicitly any modifications in the operation of the Price Revision Article which he considers are made necessary by the modification of rates of deliveries or quantities.

(c) *Exemption from statutory renegotiation.* Provisions for exemption from renegotiation may be added to any Form I or Form II Article in accordance with and subject to the provisions of § 812.1205 of this chapter.

§ 803.372 *Forms I-A, I-B and I-C, for periodic pricing at fixed intervals.*—(a) *Nature and effect of Articles.* (1) Form I-A, appearing in paragraph (e) of this section (formerly § 803.360 (a)), provides for negotiated upward or downward revision of the price at intervals fixed in paragraph (b) of the Article. Every revision is prospective only and may result in a price which is the same as, or higher or lower than, the price for the preceding period. In appropriate cases the contract may be divided into two periods, with the result that there will be only one revision of price.

(2) Form I-B, appearing in paragraph (f) of this section (new), is the same as Form I-A except that specific reference is made to a prior existing contract for the same or substantially similar items or services as those called for by the new contract and the price for the first period is subject to a revision at the beginning of the period on the basis of the contractor's experience under the prior contract and all other relevant factors.

(3) Form I-C, appearing in paragraph (g) of this section) replacing the articles formerly appearing in § 803.360 (b) and § 803.341 (b)), is the same as Form I-A except that the price for the first period is subject to retroactive revision at the end thereof. Every revision thereafter has a forward effect only, and any re-

vision may result in a price which is the same as, or higher or lower than, the price previously in effect. In appropriate cases the contract may be divided into two periods, with the result that there will be only one revision of price.

(b) *Conditions for use of Forms I-A, I-B and I-C.* (1) Form I-A may be used where the nature of the product, the relative intricacies of manufacture, the proposed methods of production, the experience of the contractor and his labor force, the prior use of the particular plant, the ability of the contractor to make reasonably accurate estimates, and other surrounding conditions are such that the Government and the contractor should be bound by the price for the first period. Generally such circumstances exist where the contractor has had substantial prior experience in producing the item, but this is not necessarily so, as where the item is simple and an accurate cost estimate may be made at the outset. The length of the pricing periods will depend on the circumstances of each case and will normally range from 3 to 4 months each.

(2) Form I-B may be used where the conditions for the use of Form I-A are satisfied and where the production under the previous contract will continue substantially to the beginning of production under the contract containing Form I-B. The length of the pricing periods will depend upon the circumstances of each case and will normally range from 3 to 4 months each. Where the duration of the contract subject to the Form I-B Article is relatively short, it may be appropriate to provide for only one pricing period. In such case the Form I-B Article will be appropriately modified.

(3) Form I-C may be used where the conditions prescribed in subparagraph (1) above for the use of Form I-A cannot be satisfied and where, in consequence, the circumstances are such that neither the Government nor the contractor should be bound by the price initially negotiated for the first period. Generally such circumstances exist where the contractor has not had substantial prior experience in producing the items, but they may exist even in cases where the contractor has had substantial experience, as in cases where specification changes, the substitution of important materials, the use of an untried plant or labor force, the intricacies of manufacturing processes, or other conditions prevent the making of sufficiently reliable cost estimates at the outset of the contract. The first pricing period under this article should be no longer than is necessary to enable the contractor to gain the experience necessary to make an accurate estimate, but in any event shall not include more than 40 per cent of the items or services called for by the contract. The Article may also be used in those cases in which one price revision, both retroactive and prospective, is deemed appropriate.

(4) When any one of the Form I Articles is used, the price for the first period will be based on projections which do not extend beyond that period.

(5) The periods selected should be made to conform, as nearly as possible,

with the operation of the contractor's accounting system, so that the contractor may submit the required experienced cost information with the least possible delay and interference with routine procedures. The periods need not be of equal length.

(6) The pricing periods under any of the Form I Articles may be measured by the production or delivery of a specified number or percentage of items in lieu of calendar periods. Where this course is followed the pricing periods will conform substantially to the foregoing limitations, and the Article will be appropriately modified to reflect the change in type of period.

(7) The conditions laid down in § 803.371 (a) must be satisfied before any of the foregoing Articles is used.

(8) The optional paragraph (e) (Disagreements) set out in paragraph (h) of this section may be substituted for paragraph (e) (Disagreements) in Form I-A, I-B, or I-C at the option of the chief of the technical service.

(c) *Substitution or insertion by amendment.* (1) Any of the Form I Articles may be substituted for the old form of the corresponding Article contained in an existing contract.

(2) Form I-A or I-B may be inserted in an existing contract by amendment if all the conditions for its use in a new contract are satisfied and if (i) the price is substantially reduced or (ii) the quantity is increased and the article is made applicable only to the increased quantity.

(3) Form I-C may be inserted in an existing contract only with the prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(4) It has been determined that the insertion of Form I-A, I-B or I-C in existing contracts by supplemental agreement in conformity with the requirements of this paragraph will facilitate the prosecution of the war.

(d) *Administration of Forms I-A, I-B and I-C.* (1) The price revised prospectively for any period shall be based on projections which do not extend beyond the end of that period.

(2) In administering Form I-C particular care will be taken to conclude the retroactive price revision thereunder before conclusion of an agreement or unilateral determination under the Renegotiation Act which is applicable to any part of the period subject to such retroactive price revision.

(3) The rules for administration of all the Form I and II Price Revision Articles, set out in § 803.371 (b), will be followed and applied with respect to Forms I-A, I-B and I-C.

(e) *Text of Form I-A.*

(a) The prices fixed in Article — may be increased or decreased in accordance with this Article.

(b) *Price periods.* The Government and the Contractor agree to revise the contract prices under this contract periodically in accordance with this Article and agree that the performance of this contract will be divided into successive periods for that purpose. The first period will extend from — to —; and the second and each succeeding period will extend for — months from the end of the preceding period.

The first day of the second and each succeeding period is hereinafter referred to as "the effective date of the price revision." Fifteen days before the end of each period hereunder, except the last, or at such time or times as the Contracting Officer may fix, the Contractor shall furnish the statements and data referred to in paragraph (c) of this Article.

(c) *Submission of data.* At the time or each of the times specified or provided for in paragraph (b) of this Article the Contractor shall submit (i) a new estimate and breakdown of the unit cost and the proposed prices of the items to be delivered in the succeeding period under this contract, itemized so far as is practicable in the manner prescribed in War Department Procurement Form No. 3; (ii) an explanation of the differences between the original (or last preceding) estimate and the new estimate; (iii) such relevant shop and engineering data, cost records, overhead absorption reports and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimates; (iv) a statement of experienced costs of production hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

(d) *Negotiations.* (1) Upon the filing of the statements and data required by paragraph (c) of this Article, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for items to be delivered on and after the effective date of the price revision. Negotiations for price revision under this Article shall be conducted on the same basis, employing the same types of data (including, without limitation, comparative prices, comparative costs, and trends thereof) as in the negotiation of prices under a new War Department contract.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to deliveries on and after the effective date of the price revision.

(e) *Disagreements.* If within thirty days after the effective date of the price revision (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices for the period in question, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(f) *Payments.* Until new prices shall become effective in accordance with this Article, the prices in force at the effective date of the price revision shall be paid upon all deliveries, subject to appropriate later revision made pursuant to paragraph (d) or (e) or (h) (2) (B) of this Article.

(g) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice to (1) the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act; and (2) to any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Termination provisions.* For any of the purposes of Article — (Termination at the Option of the Government) of this contract (including without limitation, the computation of "the total contract price" and "the contract price of work not terminated") the contract price of delivered articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the price revision, the contract price (giving effect to any prior revisions under this Article) applicable to each such item;

(2) for all items delivered on or after the effective date of the price revision.

(A) the contract price as revised in accordance with this Article, if such revision shall have been agreed upon; and

(B) if such revision shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article — (Disputes).

(f) *Text of Form I-B.*

(a) The prices fixed in Article — may be increased or decreased in accordance with this Article.

(b) *Price periods.* The Government and the Contractor agree to revise the contract prices under this contract periodically in accordance with this Article and agree that the performance of this contract will be divided into successive periods for that purpose. The first period will extend from — to —; and the second and each succeeding period will extend for — months from the end of the preceding period. The first day of each period is hereinafter referred to as "the effective date of the price revision." Fifteen days before the beginning of the first period hereunder, or at such other time as the Contracting Officer may fix, the Contractor will furnish the statements and data referred to in paragraph (c) of this Article, which shall, however, be based on the Contractor's experience under Contract No. —, which also calls for the manufacture and delivery to the Government of —. Fifteen days before the end of the first and each succeeding period hereunder, except the last, or at such other time or times as the Contracting Officer may fix, the Contractor shall furnish the statements and data referred to in paragraph (c) of this Article, which shall be based on the contractor's experience under this contract.

(c) *Submission of data.* At the time or each of the times specified or provided for in paragraph (b) of this Article the Contractor shall submit (i) a new estimate and breakdown of the unit cost and the proposed prices of the items to be delivered in the succeeding period under this contract itemized so far as is practicable in the manner prescribed in War Department Standard Procurement Form No. 3; (ii) an explanation of the differences between the original (or last preceding) estimate and the new estimate; (iii) such relevant shop and engineering data, cost records, overhead absorption reports and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate; (iv) a statement of experienced costs of production hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

(d) *Negotiations.* (1) Upon the filing of the statements and data required by paragraph (c), of this Article, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for items to be delivered on and after the effective date of the price revision. Negotiations for price revision under this Article shall be conducted on the same basis, em-

playing the same types of data (including, without limitation, comparative prices, comparative costs, and trends thereof) as in the negotiation of prices under a new War Department contract.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to deliveries on and after the effective date of the price revision.

(e) *Disagreements.* If within thirty days after the effective date of the price revision (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices for the period in question, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(f) *Payments.* Until new prices shall become effective in accordance with this Article, the prices in force at the effective date of the price revision shall be paid upon all deliveries, subject to appropriate later revision made pursuant to paragraph (d) or (e) or (h) (2) (B) of this Article.

(g) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice (1) to the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act; and (2) to any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Termination provisions.* For any of the purposes of Article — Termination at the Option of the Government) of this contract (including, without limitation, the computation of "the total contract price" and "the contract price of work not terminated") the contract price of delivered articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the price revision, the contract price (giving effect to any prior revisions under this Article) applicable to each such item;

(2) for all items delivered on or after the effective date of the price revision;

(A) the contract price as revised in accordance with this Article, if such revision shall have been agreed upon; and

(B) if such revision shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article — (Disputes).

(g) Text of Form I-C.

(a) The prices fixed in Article — may be increased or decreased in accordance with this Article.

(b) *Price periods.* The Government and the Contractor agree to revise the contract prices under this contract periodically in accordance with this Article and agree that the performance of this contract will be divided into successive periods for that purpose. The first period will extend from _____ to _____; and the second and each succeeding period will extend for _____ months from the end of the preceding period. The first day of the second and each succeeding period is hereinafter referred to as "the effective date of the price revision." Fifteen days before the end of each period hereunder, except the last, or at such other time or times as the Contracting Officer may fix, the Contractor shall furnish the statements and data referred to in paragraph (c) of this Article.

(c) *Submission of data.* At the time or each of the times specified or provided for in paragraph (b) of this Article the Contractor shall submit (1) a new estimate and breakdown of the unit cost and the proposed prices

of the items to be delivered in the succeeding period under this contract, itemized so far as is practicable in the manner prescribed in War Department Standard Procurement Form No. 3; (ii) an explanation of the differences between the original (or last preceding) estimate and the new estimate; (iii) such relevant shop and engineering data, cost records, overhead absorption reports and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate; (iv) a statement of experienced costs of production hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

(d) *Negotiations.* (1) Upon the filing of the statements and data required by paragraph (c) of this Article, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for items to be delivered on and after the effective date of the price revision, and in the case of the first negotiation under this Article the prices for items delivered prior to the effective date of the price revision. Negotiations for price revision under this Article shall be conducted on the same basis, employing the same types of data (including, without limitation, comparative prices, comparative costs, and trends thereof) as in the negotiation of prices under a new War Department contract.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to deliveries on and after the effective date of the price revision. The supplemental agreement made upon completion of the first negotiation shall also state revised prices for items delivered prior to the effective date of the price revision.

(e) *Disagreements.* If within thirty days after the effective date of the price revision (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices for the period in question, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(f) *Payments.* Until new prices shall become effective in accordance with this Article, the prices in force at the effective date of the price revision shall be paid upon all deliveries, subject to appropriate later revision made pursuant to paragraph (d) or (e) or (h) (2) (B) of this Article.

(g) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice (1) to the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act; and (2) to any Order fixing the price of articles to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Termination provisions.* For any of the purposes of Article — (Termination at the Option of the Government) of this contract (including, without limitation, the computation of "the total contract price" and "the contract price of work not terminated") the contract price of delivered articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the price revision, the contract price (giving effect to any prior revisions under this Article) applicable to each such item;

(2) for all items delivered on or after the effective date of the price revision,

(A) the contract price as revised in accordance with this Article, if such revision shall have been agreed upon; and

(B) if such revision shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article — (Disputes).

(i) *Termination during the first period.* In the event that this contract is terminated under Article — (Termination at the Option of the Government) or the Contractor's right to deliver is terminated under Article — (Delays—Damages), so that the last delivery under the contract as terminated is made prior to the completion of the first period as defined in paragraph (b) of this Article, the Contractor within _____ days after such last delivery shall furnish the data required by paragraph (c) of this Article and thereupon the parties shall negotiate in good faith to agree upon revised prices under this contract. The agreement reached shall be evidenced by a supplemental agreement to this contract stating the revised prices under the contract. Any failure to agree as to the revised prices shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(j) *Effect of prior renegotiation.* If, prior to any revision of the price under this Article, any sums paid or payable under this contract in respect of items the price of which may be affected by such revision have been included as renegotiable income received or accrued by the Contractor in any fiscal period for which there has been a final determination (by agreement or unilateral determination) as to the Contractor's liability to repay to the Government excessive profits under the Renegotiation Act, appropriate weight shall be given to the results of the proceedings in renegotiation in determining the sums, if any, to be paid or credited by or to the Contractor in connection with the revision under this Article of that part of the price applicable to that fiscal period, it being the intent of the parties that the net result shall be substantially the same as it would have been if the revision had preceded such final determination.

(h) *Optional paragraph (e) (Disagreements) for use with Form I-A, I-B or I-C.*

(e) *Disagreements.* (1) If within 30 days after any effective date of the price revision (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree as to revised prices, the Contractor, if it has substantially complied with the requirements of this Article as to the furnishing of statements and data, may give written notice to the Contracting Officer requiring the Government to pay the prices set forth in such notice from the time at which such price revision was to be effective under the provisions of this Article and until the beginning of the next succeeding period hereunder.

(2) The Government shall pay the prices set forth in such notice from the time such price revision was to be effective as aforesaid, unless within 30 days after the delivery of such notice there shall be served upon the Contractor an Order pursuant to Section 801 of the Revenue Act of 1943 (which may contain any terms or conditions permitted by that Section) fixing the prices to be paid for items and services to be delivered from and after the date of the Order for the balance of the contract or until a date specified in the Order. If no such Order is served on the Contractor, the prices set forth in the

Contractor's notice shall be incorporated in an appropriate supplemental agreement.

(3) The Contractor's delivery of a notice pursuant to this paragraph (e) shall constitute (1) a refusal, within the meaning of Section 801, to agree to prices for the items and services to be furnished under this contract lower than those specified in the Contractor's notice, (2) a waiver and release of any right (under said Section 801 or otherwise) of the Contractor to further negotiation with any representative of the War Department as to fair and reasonable prices and (3) a consent by the Contractor that an Order may be made pursuant to Section 801 without other or further notice to the Contractor than the service of such Order. In the event of the service of such an Order, the contract shall continue in effect except as modified by said Order and the Contractor shall have the rights and remedies granted to it under paragraph (c) of said Section 801. It is agreed that the prices fixed in the Order shall also be the prices applicable from the time at which such price revision was to be effective under the provisions of this Article until the effective date of the Order.

(4) If the Contracting Officer and the Contractor fail to agree as aforesaid, and if Section 801 of the Revenue Act of 1943 shall not be in force, the Contracting Officer within 30 days after the delivery of the Contractor's notice may serve upon the Contractor a written election by which the Government agrees to pay to the Contractor fair and just compensation for all deliveries made under the contract from the time at which such price revision was to be effective under the provisions of this Article until the beginning of the next succeeding period hereunder. The written election shall specify the amount which the Contracting Officer deems to be fair and just compensation. If no written election is served upon the Contractor, the prices set forth in the Contractor's notice shall be incorporated in an appropriate supplemental agreement. If a written election is served upon the Contractor as above provided, the contract shall continue in effect as modified by such written election and the Contractor (a) shall be paid currently the amount specified by the Contracting Officer in such written election for all deliveries affected thereby and (b) may recover from the United States, by suit brought within six months after the delivery of such written election or after the completion of deliveries under this contract whichever shall last occur, the amount, if any, by which such fair and just compensation exceeds the amount so specified.

(5) If the Contracting Officer and the Contractor fail to agree and no notice has been given by the Contractor as contemplated in subparagraph (e) (1) of this Article, the Contractor shall be entitled to receive, from the time at which such price revision was to be effective under the provisions of this Article until the beginning of the next succeeding period hereunder, fair and just compensation the amount of which shall be determined as a question of fact under Article — (Disputes).

§ 803.373 Forms II-A and II-B, for optional periodic pricing upon demand—

(a) *Nature and effect of Articles.* (1) Form II-A, appearing in paragraph (e) of this section (formerly § 803.360a), provides for negotiated upward or downward revision of the price from time to time upon the written demand of either the Government or the Contractor, subject to specified limitations on the frequency of the demands. All revisions made under Form II-A have a prospective effect only, and upon any revision the new price may be the same as, or

higher or lower than, the price theretofore in effect.

(2) Form II-B, appearing in paragraph (f) of this section replacing § 803.360a (a)) provides for a negotiated upward or downward revision of the prices upon completion of delivery of a specified percentage of the principal items called for by the contract, without a demand by either party. Thereafter there may be upward or downward revision of the price upon written demand of either party, subject to specified limitations on the frequency of the demands, exactly as in the case of Form II-A. Any revision made pursuant to a demand after the initial period has a prospective effect only.

(b) *Conditions for use of Forms II-A and II-B.* (1) Form II-A may be used where the nature of the product, the relative intricacies of manufacture, the proposed methods of production, the experience of the Contractor and his labor force, the prior use of the particular plant, the ability of the Contractor to make reasonably accurate estimates, and other surrounding conditions are such that the Government and the Contractor should be bound by the initial price. Generally such circumstances exist where the Contractor has had substantial prior experience in producing the item, but this is not necessarily so, as where the item is simple and an accurate cost estimate may be made at the outset. Since price revision is not required under Form II-A unless one of the parties makes a demand therefor, the price initially fixed in a contract containing this Article may remain unchanged for the life of that contract. The price should therefore be based on projections extending over the entire life of the contract. The projections should give effect to all decreases in costs which might reasonably be expected to occur during performance of the contract. Because of the protection afforded the Contractor by the Article, however, the projections should not give effect to possible increases in costs.

(2) Form II-B may be used where the conditions prescribed in subparagraph (1) above for the use of Form II-A cannot be satisfied and where, in consequence, the circumstances are such that neither the Government nor the Contractor should be bound by the price negotiated for the initial period. Generally such circumstances exist where the Contractor has not had substantial prior experience in producing the item, but they may exist even in cases where the Contractor has had substantial experience, as where specification changes, the substitution of important materials, the use of an untried plant or labor force, the intricacies of manufacturing processes, or other conditions prevent the making of sufficiently reliable cost estimates at the outset of the contract. The initial price should be based on projections which do not extend beyond the completion of the initial portion of the contract as specified in paragraph (b) of Form II-B.

(3) In the case of Form II-A the date before which the first demand may not be made will be fixed so as to preclude

a first demand that may be premature, and will be inserted in the blank provided therefor in paragraph (b). In appropriate cases the 90-day limitations in paragraph (b) of Form II-A and II-B may be changed by the chief of the technical service to meet the exigencies of those cases.

(4) The percentage figures to be inserted in paragraph (b) (1) of Form II-B should be kept as low as circumstances will permit and should never exceed forty per cent.

(5) The conditions laid down in § 803.371 (a) must be satisfied before either Form II-A or II-B is used.

(6) The optional paragraph (e) (Disagreements) set out in paragraph (g) of this section may be substituted for paragraph (e) (Disagreements) in Form II-A or II-B at the option of the chief of the technical service.

(c) *Substitution or insertion by amendment.* (1) Either Form II-A or II-B may be substituted for the old form of the corresponding Article contained in a pre-existing contract.

(2) Form II-A may be inserted in an existing contract if all the conditions for its use are satisfied and (i) if the price is substantially reduced or (ii) the quantity is increased and the Article is made applicable only to the increased quantity.

(3) Form II-B may be inserted in an existing contract only with the prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(4) It has been determined that the insertion of Form II-A or II-B in existing contracts by supplemental agreement in conformity with the requirement of this paragraph will facilitate the prosecution of the war.

(d) *Administration of Forms II-A and II-B.* (1) Proper administration of Forms II-A and II-B requires that the contracting officer make regular periodic reviews of the contract price to ascertain whether or not a demand should be served. No demand should be made unless the contracting officer has good grounds for believing that a revision in price is necessary to protect the Government's interests. The need for such a demand may be indicated by factors such as the following: (i) Comparative prices, (ii) movements or trends in such prices, (iii) movements or trends in the costs of other contractors for the same or similar items or services, (iv) information supplied by the Contractor in the ordinary course of business, (v) changes in market prices of materials or components, (vi) changes in subcontract prices, (vii) information revealed in connection with statutory renegotiation or the application of the company pricing program to the Contractor, and (viii) changes in the Contractor's prices under other Government contracts.

(2) The first revised forward price under Form II-B and prices negotiated pursuant to a demand under either Article should be based on projections extending over the remaining life of the contract and should not take into account possible increases in costs.

(3) In administering Form II-B particular care will be taken to conclude

the retroactive price revision thereunder before the conclusion of an agreement or unilateral determination under the Renegotiation Act which is applicable to any part of the period subject to such retroactive price revision.

(4) The rules for administration of the Form I and Form II price revision articles, set out in § 803.371 (b) will be followed and applied with respect to Forms II-A and II-B.

(e) Text of Form II-A.

(a) The prices fixed in Article — may be increased or decreased in accordance with this Article.

(b) *Demand for negotiation.* (1) At any time and from time to time, subject to the limitations specified in this Article, either the Government or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract. No such demand shall be made before ————— and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand, provided, however, that this limitation shall not be applicable in the event that during any 90-day period the War Labor Board or any other similar Government agency shall authorize or order a change in wages, salaries or conditions of employment in the plants of the Contractor used in the performance of this contract. Each demand shall specify a date (identical with or subsequent to the date of the delivery of the demand) as of which the revised prices shall be effective as to the deliveries made thereon and thereafter. This date is hereinafter referred to as "the effective date of the price revision". Any demand under this Article, if made by the Contractor, shall state briefly the ground or grounds therefor and shall be accompanied by the statements and data referred to in paragraph (c) of this Article. If the demand is made by the Government, such statements and data will be furnished by the Contractor within 30 days of the delivery of the demand.

(2) In the event all remaining work under this contract, as it may from time to time be amended, shall be terminated under Article — (Termination at the Option of the Government), no demand shall then or thereafter be made and any demand the effective date of which is less than 30 days before the effective date of such termination shall be void and of no effect.

(c) *Submission of data.* At the time or each of the times specified or provided for in paragraph (b) of this Article the Contractor shall submit (i) a new estimate and break-down of the unit cost and the proposed prices of the items remaining under this contract after the effective date of the price revision, itemized so far as is practicable in the manner prescribed in War Department Standard Procurement Form No. 3; (ii) an explanation of the differences between the original (or last preceding) estimate and the new estimate; (iii) such relevant shop and engineering data, cost records, overhead absorption reports and accounting statements as may be of assistance to determining the accuracy and reliability of the new estimate; (iv) a statement of experienced costs of production hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

(d) *Negotiations.* (1) Upon the filing of the statements and data required by para-

graph (c) of this Article, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for items to be delivered on and after the effective date of the price revision. Negotiations for price revisions under this Article shall be conducted on the same basis, employing the same types of data, including, without limitation, comparative prices, comparative costs, and trends thereof, as in the negotiation of prices under a new War Department contract.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to deliveries on and after the effective date of the price revision (or such other later date as the parties may fix in such supplemental agreement).

(e) *Disagreements.* If, within 30 days after the date on which the statements and data are required pursuant to paragraph (b) of this Article to be filed (or such further period as may be fixed by written agreement), the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes), and the prices so fixed shall remain in effect for the balance of the contract notwithstanding any other provision of this Article.

(f) *Payments.* Until new prices shall become effective in accordance with this Article, the prices in force at the effective date of the price revision shall be paid upon all deliveries, subject to appropriate later revision made pursuant to paragraph (d) or (e) or (h) (2) (B) of this Article.

(g) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice (1) to the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act, and (2) to any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Termination provisions.* For any of the purposes of Article — (Termination at the Option of the Government) of this contract (including, without limitation, the computation of "the total contract price" and "the contract price of work not terminated"), the contract price of delivered articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the price revision, the contract price (giving effect to any prior revisions under this Article) applicable to each such item;

(2) for all items delivered on or after the effective date of the price revision,

(A) the contract price as revised in accordance with this Article, if such revision shall have been agreed upon; and

(B) if such revision shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article — (Disputes).

(f) Text of Form II-B.

(a) The prices fixed in Article — may be increased or decreased in accordance with this Article.

(b) *Times for negotiation.* (1) Upon completion of delivery of — per cent of the (here specify the principal items to be furnished under the contract) to be furnished under this contract, the parties shall negotiate to revise the prices of all items theretofore and thereafter to be delivered. Within 5 days after the completion of delivery of said — per cent, the Contractor shall furnish to the Contracting Officer the statements and data referred to in paragraph (c) of this

Article. At any time and from time to time after the completion of delivery of said — per cent, subject to the limitations specified in this Article, either the Government or the Contractor may deliver to the other a written demand that the parties negotiate to adjust the prices under this contract. No demand shall be made prior to 90 days after the completion of delivery of said — per cent and thereafter neither party shall make a demand having an effective date within 90 days of the effective date at any prior demand. *Provided, however,* That this limitation shall not be applicable in the event that during any 90-day period the War Labor Board or any similar Government agency shall authorize or order a change in wages, salaries or conditions of employment in the plants of the Contractor used in the performance of this contract. Each demand shall specify a date (identical with or subsequent to the date of the delivery of the demand) as of which the revised prices shall be effective as to the deliveries made thereon and thereafter. This date is hereinafter referred to as "the effective date of the price revision". For the purposes of the first negotiation contemplated by this paragraph, the date of execution of this contract shall be deemed to be the effective date of the price revision. Any demand under this Article, if made by the Contractor, shall state briefly the ground or grounds therefor and shall be accompanied by the statements and data referred to in paragraph (c) of this Article. If the demand is made by the Government, such statements and data will be furnished by the Contractor within 30 days of the delivery of the demand.

(2) In the event all remaining work under this contract, as it may from time to time be amended, shall be terminated under Article — (Termination at the Option of the Government), no demand shall then or thereafter be made and any demand the effective date of which is less than 30 days before the effective date of such termination shall be void and of no effect.

(c) *Submission of data.* At the time or each of the times specified or provided for in paragraph (b) of this Article the Contractor shall submit (i) a new estimate and break-down of the unit cost and the proposed prices of the items remaining under this contract after the effective date of the price revision, itemized so far as is practicable in the manner prescribed by War Department Standard Procurement Form No. 3; (ii) an explanation of the differences between the original (or last preceding) estimate and the new estimate; (iii) such relevant shop and engineering data, cost records, overhead absorption reports and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate; (iv) a statement of experienced costs of production hereunder to the extent that they are available at the time or times of the negotiation of the revision of prices hereunder; and (v) any other relevant data usually furnished in the case of negotiation of prices under a new contract. The Government may make such examination of the Contractor's accounts, records and books as the Contracting Officer may require and may make such audit thereof as the Contracting Officer may deem necessary.

(d) *Negotiations.* (1) Upon the filing of the statements and data required by paragraph (c) of this Article, the Contractor and the Contracting Officer will negotiate promptly in good faith to agree upon prices for items to be delivered on and after the effective date of the price revision. Negotiations for price revisions under this Article shall be conducted on the same basis, employing the same types of data (including, without limitation, comparative prices, comparative costs, and trends thereof) as in the negotiation of prices under a new War Department contract.

(2) After each negotiation the agreement reached will be evidenced by a supplemental agreement stating the revised prices to be effective with respect to deliveries on and after the effective date of the price revision (or such other later date as the parties may fix in such supplemental agreement).

(e) *Disagreements.* If within 30 days after the date on which the statements and data are required pursuant to paragraph (b) of this Article to be filed (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes), and the prices so fixed shall remain in effect for the balance of the contract notwithstanding any other provision of this Article.

(f) *Payments.* Until new prices shall become effective in accordance with this Article, the prices in force at the effective date of the price revision shall be paid upon all deliveries, subject to appropriate later revision made pursuant to paragraph (d) or (e) or (h) (2) (B) of this Article.

(g) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice to (1) the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act, and (2) to any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Termination provisions.* For any of the purposes of Article — (Termination at the Option of the Government) of this contract (including, without limitation, the computation of "the total contract price" and "the contract price of work not terminated"), the contract price of delivered articles shall be deemed to be,

(1) for all items delivered prior to the effective date of the price revision, the contract price (giving effect to any prior revisions under this Article) applicable to each such item;

(2) for all items delivered on or after the effective date of the price revision,

(A) the contract price as revised in accordance with this Article if such revision shall have been agreed upon; and

(B) if such revision shall not have been agreed upon, then such estimated prices as the Contractor and the Contracting Officer may agree upon as reasonable under all the circumstances and in the absence of such agreement such reasonable prices as may be determined in accordance with Article — (Disputes).

(1) *Termination during the initial period.* In the event that this contract is terminated under Article — (Termination at the Option of the Government) or the Contractor's right to deliver is terminated under Article — (Delays—Damages), so that the last delivery under the contract as terminated is made prior to the completion of the initial period as specified in paragraph (b) of this Article, the contractor within — days after such last delivery shall furnish the data required by paragraph (c) of this Article and thereupon the parties shall negotiate in good faith to agree upon revised prices under this contract. The agreement reached shall be evidenced by a supplemental agreement to this contract stating the revised prices under the contract. Any disagreement as to the revised prices will be disposed of as a question of fact in accordance with Article — (Disputes).

(j) *Effect of prior renegotiation.* If, prior to any revision of the price under this Article, any sums paid or payable under this contract in respect of items the price of which may be affected by such revision have been included as renegotiable income re-

ceived or accrued by the Contractor in any fiscal period for which there has been a final determination (by agreement or unilateral determination) as to the Contractor's liability to repay to the Government excessive profits under the Renegotiation Act, appropriate weight shall be given to the results of the proceedings in renegotiation in determining the sums, if any, to be paid or credited by or to the Contractor in connection with the revision under this Article of that part of the price applicable to that fiscal period, it being the intent of the parties that the net result shall be substantially the same as it would have been if the revision had preceded such final determination.

(g) *Optional paragraph (e) (Disagreements) for use with Form II-A or II-B.*

(e) *Disagreements.* (1) If within 30 days after the date on which the statements and data are required pursuant to paragraph (b) of this Article to be filed (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices, the Contractor, if it has substantially complied with the requirements of this Article as to the furnishing of statements and data, may give written notice to the Contracting Officer requiring the Government to pay the prices set forth in such notice from the time at which such price revision was to be effective under the provisions of this Article.

(2) The Government shall pay the prices set forth in such notice from the time such price revision was to be effective as aforesaid, unless within 30 days after the delivery of such notice there shall be served upon the Contractor an Order pursuant to Section 801 of the Revenue Act of 1943 (which may contain any terms or conditions permitted by that Section) fixing the prices to be paid for items and services to be delivered from and after the date of the Order for the balance of the contract or until a date specified in the Order. If no such Order is served on the Contractor, the prices set forth in the Contractor's notice shall be incorporated in an appropriate supplemental agreement.

(3) The Contractor's delivery of a notice pursuant to this paragraph (e) shall constitute (1) a refusal, within the meaning of Section 801, to agree to prices for the items and services to be furnished under this contract lower than those specified in the Contractor's notice, (2) a waiver and release of any right (under said Section 801 or otherwise) of the Contractor to further negotiation with any representative of the War Department as to fair and reasonable prices and (3) a consent by the Contractor that an Order may be made pursuant to Section 801 without other or further notice to the Contractor than the service of such Order. In the event of the service of such an Order, the contract shall continue in effect except as modified by said Order and the Contractor shall have the rights and remedies granted to it under paragraph (c) of said Section 801. It is agreed that the prices fixed in the Order shall be the prices applicable from the time at which such price revision was to be effective under the provisions of this Article.

(4) If the Contracting Officer and the Contractor fail to agree as aforesaid, and if Section 801 of the Revenue Act of 1943 shall not be in force, the Contracting Officer within 30 days after the delivery of the Contractor's notice may serve upon the Contractor a written election by which the Government agrees to pay to the Contractor fair and just compensation from the time at which such price revision was to be effective under the provisions of this Article. The written election shall specify the amount which the Contracting Officer deems to be fair and just compensation. If no written election is served upon the Contractor, the prices set forth in the Contractor's notice shall be

incorporated in an appropriate supplemental agreement. If a written election is served upon the Contractor as above provided, the contract shall continue in effect as modified by such written election and the Contractor (a) shall be paid currently the amount specified by the Contracting Officer in such written election for all deliveries affected thereby and (b) may recover from the United States, by suit brought within six months after the delivery of such written election or after the completion of deliveries under this contract, whichever shall last occur, the amount, if any, by which such fair and just compensation exceeds the amount so specified.

(5) If the Contracting Officer and the Contractor fail to agree and no notice has been given by the Contractor as contemplated in paragraph (e) (1) of this Article, the Contractor shall be entitled to receive, from the time at which such price revision was to be effective under the provisions of this Article, fair and just compensation the amount of which shall be determined as a question of fact under Article — (Disputes).

§ 803.374 *Form III Price Revision Article; for retroactive changes in employment conditions—(a) Nature and effect of Article.* This Article (formerly § 803.360b), authorized for use only in conjunction with any one of the Form I or Form II Articles, is designed to protect contractors against retroactive changes in wages, salaries, or condition of employment ordered or authorized by the War Labor Board or any other similar agency of the Government. It provides for a negotiated price revision applicable to items delivered and to be delivered under the contract between the effective date of the wage increase and the earliest possible time for price revision under the Form I or Form II Article used in the contract. Any price revision giving effect to the wage increase for deliveries made after such earliest possible time, e. g., the end of the current pricing period under the Form I-A Article, is to be negotiated under that Article.

(b) *Conditions for use.* (1) The contract must contain one of the Form I or Form II price revision Articles.

(2) The contract price must contain substantially no contingency allowance or charge on account of any possible change in wages, salaries or conditions of employment.

(c) *Insertion by amendment.* The Article may be inserted by amendment in an existing contract if and only if the following conditions are satisfied: (1) The conditions set out in paragraph (b) of this section are met; and either (2) the Article is inserted at the time when the quantities of items called for by the contract are increased and is limited in its application to the items added at that time, or (3) (i) the Article is inserted at the time of a price revision under one of the Form I or Form II Articles and is limited in its retroactive application to items the prices of which are then being revised and (ii) the amendment is approved by the Director, Purchases Division, Headquarters, Army Service Forces. Every request for such approval by the Director, Purchases Division, shall contain a full statement of facts which justify the insertion of the Article, including estimates of (i) the Government's maximum liability under the Article, (ii) its probable liability there-

under, (iii) reference to pending or threatened labor disputes, and (iv) the amount of the price reduction made in return for the insertion of the Article. It has been determined that the insertion of Form III in existing contracts by supplemental agreement in conformity with the requirements of this paragraph will facilitate the prosecution of the war.

(d) *Rules for administration.* (1) The procedure prescribed by the Article will be strictly followed before any negotiations are had or any price revision is made thereunder.

(2) In the negotiations particular care will be taken to see that the price revision is applied only to such deliveries as shall have been affected by the change in employment conditions and is not applied to (i) completed items or work in process at the effective date of the order authorizing or directing the change in employment conditions, or (ii) work performed but not completed by delivery during the period subject to revision under the Article.

(3) The price revision made under this Article shall be limited to items delivered and to be delivered under the contract between the effective date of the order and the earliest possible time for price revision under the Form I or Form II Article to which this Article is supplemental.

(4) Any price revision made pursuant to this Article will be evidenced by a supplemental agreement, which shall be subject to prior approval of the Director, Purchases Division, Headquarters, Army Service Forces.

(e) *-Text of Form III.*

Article . . . *Price revision upon change of wages or employment conditions.* (a) The prices fixed in Article—may be revised from time to time in accordance with this Article. As used in this Article, the term "adjustment in wages" shall include any adjustment in wages, salaries or conditions of employment.

(b) *Conditions precedent.* If all the following conditions are satisfied, the Contracting Officer shall enter into negotiations with the Contractor for the revision of the prices of items called for under this contract but only to the extent set forth in paragraph (c) of this Article:

(1) The Contractor shall advise the Contracting Officer in writing of any reference to the War Labor Board or to any other similar Government agency of any request on behalf of the employees of the Contractor for any adjustment in wages which may materially effect the costs of performing this contract. This advice shall be given within twenty days after the Contractor shall learn that such reference has been made. In the event that the reference has been made prior to the inclusion of this Article—in this contract and has not been finally acted upon, the written advice shall be given at the time of execution of the instrument effecting such inclusion.

(2) The Contractor, prior to the expiration of thirty days (or such greater period as may be agreed upon in writing) after the date of the order for or authorization of any adjustment in wages, but, in any event, prior to the expiration of one year after the date specified for the delivery of the last item of supplies called for by this contract as it may from time to time be amended, shall submit to the Contracting Officer the following:

A. A true copy of the order or authorization for such adjustment.

B. A written demand that the parties negotiate to revise the contract prices of items delivered and to be delivered under the contract during a period stated in the demand. That period shall not commence at a date earlier than the first day specified in the order or authorization for the adjustment in wages.¹ That period shall not extend after the earliest date after the demand as of which the contract prices of items to be delivered under this contract can be revised pursuant to Article — (Revision of Prices).

C. Estimates of the probable effects of such adjustment in wages upon the Contractor's costs of producing the items delivered or to be delivered during the period stated in the demand. These estimates shall give due effect to estimates of completed items and work in process on hand at the beginning of such period and to the fact that the full effect of such adjustment will not normally be reflected immediately in the cost of items delivered under the contract. The estimates shall be accompanied by estimates of the effect of such adjustment on the direct and indirect labor costs of the items delivered and to be delivered during the stated period.

D. Proposed revised prices for the items delivered or to be delivered under the contract during the stated period.

(c) *Negotiations.* Upon the filing of the estimates and data required by paragraph (b) (2) of this Article, the Contracting Officer and the Contractor will negotiate promptly in good faith to agree upon revised prices for the items delivered or to be delivered during the stated period, the cost of producing which has been affected by such adjustment in wages. In the negotiation the Contracting Officer and the Contractor in good faith will estimate the effect of such adjustment upon the cost of such items. It is recognized that it will not be practicable to make precise computations of the effect of any such adjustment on the Contractor's costs and therefore it is the intention of the parties that negotiation and determination of any revision in price under this Article shall be on the basis of the estimates of the effect of the adjustment. The prices payable for the items so delivered and to be delivered will be revised to reflect, to an extent which is deemed reasonable under all the circumstances, such estimated effect on costs.

(d) *Limitation on revision.* The Contractor agrees that it will not request and shall not be entitled to receive a price revision under this Article except to the extent that such adjustment in wages operates to make the price under this contract less than a fair and reasonable one under all the circumstances. In no event shall any such revision exceed the amount of the estimated effect of such adjustment in wages on the Contractor's costs hereunder during the stated period specified in the written demand mentioned in subparagraph (b) (2) B of this Article.

(e) *Supplemental agreement.* Any agreement reached under this Article will be incorporated in a supplemental agreement to this contract which shall be subject to the written approval of the Director, Purchases Division, Headquarters, Army Service Forces [in AAF contracts, substitute: "the Under Secretary of War or his duly authorized representative"] and which shall state (1) the revised prices to be effective with respect to deliveries during a specified period to be set forth in such agreement and (2) the method of adjusting the payments therefor.

(f) *Disagreements.* If within 30 days after the time for filing the estimates and data required by paragraph (b) (2) of this Ar-

¹ Where this Article is inserted in a contract by amendment, insert at this point an additional sentence stating the earliest date as of which this Article may apply (see paragraph (c) of this section).

ticle (or such further period as may be fixed by written agreement) the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(g) *Effect of Article.* Any provision of this Article and any action thereunder shall be without prejudice to (1) the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act; and (2) to any Order fixing the price of articles to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(h) *Effect of prior renegotiation.* If, prior to any revision of the price under this Article the final or contingent cost of retroactive wage adjustments increasing the cost of performing this contract has been included and allowed for the purpose of the final determination (by agreement or unilateral determination) for a fiscal period, as to the Contractor's liability to repay to the Government excessive profits under the Renegotiation Act, appropriate weight shall be given to the results of the proceedings in renegotiation in determining the sums, if any, to be paid or credited to the Contractor in connection with the revision of the price under this Article, it being the intent of the parties that the net result shall be substantially the same as it would have been if the revision had preceded such final determination.

§ 803.375 *Form IV Price Revision Article; retroactive price revision by mutual agreement.*—(a) *Nature and effect of Article.* This Article is designed for use in contracts of \$100,000 or less for experimental or developmental items or services. By its terms the contracting officer is empowered, after completion or termination of the contract, to demand that the parties negotiate to reduce the entire contract price. The revision effected thereunder is wholly retroactive.

(b) *Conditions for use.* (1) The amount of the contract is \$100,000 or less.

(2) The price initially fixed in the contract should bear a reasonable relationship to the expected final price thereunder.

(3) The items or services called for by the contract are strictly developmental or experimental in character.

(4) The contractor's cost accounting system is sufficient to show the costs under the contract.

(c) *Rules for administration.* (1) If the production cost figures indicate that the price was high, the contracting officer will make the demand contemplated by the Article and will proceed promptly with and conclude the revision of the price in accordance with the Article.

(2) The Contracting Officer should make such use and verification of the cost data as he would make with respect to similar data upon the negotiation of a price under a new contract. The verification may include an examination and audit of the contractor's books and records.

(3) The profit agreed to upon the revision will be dependent upon the contractor's efficiency in the performance of the contract.

(4) The revised price will be evidenced by a supplemental agreement making adequate provision to secure to the Government the benefit of the reduction.

(d) *Text of Form IV.*

(a) Within sixty days after the completion or termination of this contract, the Contractor will submit to the Contracting Officer a detailed statement of the costs of performing this contract. Upon the written demand of the Contracting Officer, made at any time within thirty days after the submission of such statement, the Contractor will negotiate to reduce the contract price to an amount representing fair and reasonable compensation for the performance of the contract. In such negotiations the efficiency of the contractor in production, buying and management will be given due weight.

(b) The Contractor will furnish to the Contracting Officer such other statements of actual costs of production and such other financial statements, at such times and in such form and detail, as the Contracting Officer may prescribe, and will permit such audits and examinations of its books, records and accounts as the Contracting Officer may request.

(c) If within thirty (30) days after the making of such demand (or such further period as may be fixed by written agreement), the Contracting Officer and the Contractor fail to agree to a revised price, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(d) The Government shall retain from amounts otherwise due the Contractor, or the Contractor shall repay to the Government if paid to him, any amount by which the contract price is found as a result of the application of this Article to exceed a fair and reasonable price, as the Contracting Officer may direct.

(e) Any provision of this Article and any action thereunder shall be without prejudice to (1) the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act, and (2) any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

§ 803.376 Form V Price Revision Article—for retroactive pricing with limited upward revision—(a) Nature and effect of Article. This Article, providing for upward and downward price revision, is authorized for use in certain limited kinds of experimental or developmental contracts which involve a maximum price of not more than \$1,000,000. Under the Article a contract price is agreed upon which it is believed will tend to compel the contractor to do as efficient a job as possible in the circumstances, and at the same time a maximum price is fixed as a ceiling on any upward revision under the Article. The revision takes place after completion or termination of the contract and is of course wholly retroactive.

(b) *Conditions for use.* (1) The maximum price under the contract as set forth in paragraph (c) of the Article must never exceed \$1,000,000.

(2) The contract must call only for experimental or developmental items or services for tests in (i) laboratories, (ii) field operations, or (iii) similar experiments.

(3) The items or services called for by the contract are of such a non-repetitive character as to preclude the proper use of Form I-C or II-B. (See §§ 803.371 (b), 803.372 (b) and 803.373 (b).)

(4) The contract price shall be as close as the circumstances of the particular

procurement will permit. The maximum price will bear a reasonable relationship to the initial contract price in the light of the predictability of costs.

(5) The Contractor must have or establish a cost accounting system which will show the costs of performing the contract. If the Contractor's normal cost accounting methods are not satisfactory, it will be necessary to use one of the optional alternative sentences set out in paragraph (b) of the Article, in which event it will be necessary to prescribe the cost records which the contractor is to maintain and the method of maintaining such records. Wherever possible this determination concerning the records should be made at the time the contract is initially executed, using the first optional alternative sentence and specifying in detail what is to be required of the contractor. When such determination cannot be made at once, the contracting officer may conclude that after further investigation he will be able to prescribe the appropriate cost records, in which event the second optional alternative sentence should be used; and in that case such determination should be reflected, when possible, by an agreement supplemental to the contract.

(6) Any use of the Article shall be subject to prior written approval of the Director, Purchases Division, Headquarters, Army Service Forces. The request for such approval shall show in detail full compliance with the foregoing conditions and shall include, to the extent practicable, the information called for by § 803.305 (d).

(c) *Rules for administration.* (1) The time limitations prescribed in the Article will be strictly followed.

(2) The contracting officer should make such use and verification of the cost data submitted by the contractor as he would make with respect to similar data upon the negotiation of a price under a new contract. The verification may include the examination and audit of the contractor's books and records.

(3) The negotiations under the Article may result in a revised price which is the same as, or higher or lower than, the contract price but never in a revised price in excess of the maximum price. The profit agreed to upon the revision of the price will be dependent upon the contractor's efficiency in performing the contract.

(4) The revised price will be evidenced by a supplemental agreement making adequate provision to secure to the Government the benefit of any price reduction negotiated, or for payment to the contractor of any price increase, as the case may be.

(d) *Text of Form V.*

(a) Because of the experimental and developmental nature of the work called for by this contract and the great uncertainty as to the cost of performance hereunder, the parties agree that the contract price fixed in Article — hereof may be increased or decreased in accordance with the provisions of this Article.

(b) Within ---- [not exceeding 60] days after the completion or termination of this contract, the Contractor will file with the Contracting Officer a statement showing, in such form and detail as the Contracting Offi-

cer may prescribe, the Contractor's cost of producing the supplies or furnishing the services called for hereunder, together with such other information as may be pertinent in the negotiations for a revised price pursuant to this Article. Such statement of cost shall fairly reflect the normal operation of the Contractor's cost system. [First optional alternative to preceding sentence: The Contractor will establish and maintain records of the costs of performing this contract, as follows: * * *] [Second optional alternative: The Contractor will establish and maintain such records of the costs of performing this contract as the Contracting Officer may require in writing.] The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations and audits of the Contractor's books, records and accounts as he may request.

(c) Upon the filing of the statement and other pertinent information required by paragraph (b) of this Article, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised price for the entire contract which, upon the basis of such statement and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such revised price, consideration will be given to the extent to which the Contractor has performed the contract with efficiency, economy and ingenuity. In no event shall the revised price exceed the sum of \$----- The revised price shall be evidenced by a supplemental agreement to this contract.

(d) If within ----- [not exceeding 90] days after the completion or termination of this contract, the parties shall fail to agree upon a revised price in accordance with the provisions of this Article, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with Article — (Disputes).

(e) In the event of a price increase the Government will pay or credit to the Contractor the amount by which the revised price shall exceed the contract price aforesaid. In the event of a decrease in price the contractor will repay or credit the amount of such decrease to the Government in such manner as the Contracting Officer may direct.

(f) For any of the purposes of Article — (Termination at the Option of the Government) of this contract (including without limitation, computation of "the total contract price" and "the contract price of work not terminated") the contract price shall be the revised contract price agreed upon under paragraph (c) of this Article or determined under paragraph (d) of this Article, as the case may be.

(g) The provisions of this Article and any revision of price made hereunder shall be without prejudice to the determination of the existence of any excessive profits of the Contractor upon subsequent renegotiation under the Renegotiation Act or any contract article inserted pursuant to that Act.

(h) *Effect of prior renegotiation.* If, prior to any revision of the price under this Article, any sums paid or payable under this contract in respect of items the price of which may be affected by such revision have been included as renegotiable income received or accrued by the Contractor in any fiscal period for which there has been a final determination (by agreement or unilateral determination) as to the Contractor's liability to repay to the Government excessive profits under the Renegotiation Act, appropriate weight shall be given to the results of the proceedings in renegotiation in determining the sums, if any, to be paid or credited by or to the Contractor in connection with the revision under this

Article of that part of the price applicable to that fiscal period, it being the intent of the parties that the net result shall be substantially the same as it would have been if the revision had preceded such final determination.

§ 803.377 Form VI Price Revision Article—for repricing upon happening of specified contingency—(a) Nature and effect of Article. This Article provides for an equitable adjustment of prices upon the happening of a contingency specified in the Price Revision Article. The equitable adjustment may require either an increase or decrease in the price.

(b) *Conditions for use.* (1) The contingency upon which the equitable adjustment is to take place will be clearly and accurately stated in the place provided therefor in paragraph (a) of the Article. Particular care will be taken to exclude from the statement of the contingency any point or matter which is not intended to be considered in making the equitable adjustment. For example, if the contingency relates to possible changes in price of a specified material, the statement will be strictly confined to that possibility and will not allow any adjustment on account of changes in the quantity of material to be used or on account of any factor other than price. The dollar estimate of the unit cost predicated on the realization of the basic assumption should also be clearly specified in the blank space, so that the difference in costs resulting from a non-realization of the basic assumption may be readily ascertained.

(2) The contingency must come within one of the following categories: (i) Cases where the Government actually fixes the price or effectively controls the entire supply of material to be used by the contractor in performance of the contract (e. g., natural or synthetic rubber); (ii) cases where freight rates upon specified materials to be used by the contractor in performing the contract are changed under authority of the Interstate Commerce Commission; (iii) cases where the cost of freight on specified materials to be used by the contractor in performing the contract is changed as the result of allocation or priority orders of the Government or any of its instrumentalities; (iv) cases where the contractor contemplates the purchase of a single specified important material or component, which is to be used in performing the contract, from a stated source or at a stated price and such source or price is necessarily changed without fault or any voluntary action on the part of the contractor; (v) cases where the contractor's compliance with the delivery schedule of the contract is prevented as a direct or proximate result of any act of the Government or any of its instrumentalities. In each of such cases the probable effect of the happening of the contingency should be a substantial change in the contractor's costs.

(3) The Article is not authorized for use to cover any of the following contingencies: (i) Changes in taxes or duties (see § 803.357); (ii) changes in wage rates or employment conditions (see § 803.374); (iii) changes in OPA maxi-

mum prices of either components or end items (see § 803.351); (iv) risks arising in connection with patents (see § 803.335); (v) termination of the contract in whole or in part (see § 803.324).

(4) The price must contain no charge or allowance on account of the specified contingency.

(5) In appropriate cases the Article may be included in a new contract even though such contract may also contain one of the Form I or Form II Price Revision Articles.

(c) *Rules for administration.* (1) The contracting officer will determine from the information supplied by the contractor and all other relevant data whether the contingency specified in the Article has occurred and the amount by which the contractor's costs have been changed thereby. The contracting officer may make such examination and audit of the contractor's books and records as he deems necessary.

(2) The adjustment in price should be sufficient to compensate the contractor or the Government for the net changes in the contractor's costs resulting from the happening of the contingency. There must be no adjustment under the Article on account of cost changes resulting from other factors.

(3) The adjustment in price will be evidenced by a supplemental agreement.

(d) *Text of Form VI.*

(a) *Basic assumption.* The contractor represents that the prices under this contract have been fixed on the following assumption (hereinafter called the basic assumption):

In the event that the basic assumption is not realized, in whole or in part, and that as a result the Contractor's costs vary materially from its presently anticipated costs as specified above, the parties agree that an equitable adjustment shall be made in the contract price on account of any net increase or decrease in such costs resulting from that non-realization.

(b) Within 30 days after the entire or partial nonfulfillment of the basic assumption, the Contractor shall notify the Contracting Officer in writing of the fact and extent of such occurrence, and shall also, within such time (or within such further period as the Contracting Officer may in writing allow before the date of final settlement of the contract) present in writing to the Contracting Officer any claim which it may then have for adjustment under this Article. Within 30 days after the Contractor's notification to him (or within such further time as the parties may agree upon in writing), the Contracting Officer shall present in writing to the Contractor any claim for adjustment under this Article which the Government may then have. The parties agree to negotiate in good faith concerning these claims and the amount and terms of any equitable adjustment which should be made. If the parties fail to agree whether an equitable adjustment is required under this Article, or upon the terms or amount of such adjustment, the dispute shall be disposed of as a question of fact in accordance with Article — (Disputes). But nothing provided in this Article shall excuse the Contractor from proceeding with the contract in accordance with its terms. Any adjustment hereunder shall be evidenced by a supplemental agreement to this contract. Nothing provided in this Article is intended to alter, restrict or limit the terms of Article — (Changes) or the authority of the Contracting Officer thereunder.

(c) *Warranty.* The Contractor represents and warrants that there is not included in the price hereunder any charge, allowance, or reserve for the possible non-fulfillment, in whole or in part, of the basic assumption.

(d) *Relation to Delays—Damages Article.* To the extent that performance of this contract may be delayed because of the non-realization of the basic assumption, in whole or in part, and that the Contractor shall have been unable to prevent such delay, the delay shall be deemed to be excusable for the purposes of Article — (Delays—Damages).

(e) *Reservation of Government's rights.* Any provision of this Article and any action thereunder shall be without prejudice to (1) the determination of the existence of any excessive profits of the Contractor under the Renegotiation Act, and (2) any Order fixing the price of items to be furnished or services to be rendered hereunder made under Section 801 of the Revenue Act of 1943.

(f) *Effect of prior renegotiation.* If, prior to any adjustment of the price under this Article, any sums paid or payable under this contract in respect of items the price of which may be affected by such adjustment have been included as renegotiable income received or accrued by the Contractor in any fiscal period for which there has been a final determination (by agreement or unilateral determination) as to the Contractor's liability to repay to the Government excessive profits under the Renegotiation Act, appropriate weight shall be given to the results of the proceedings in renegotiation in determining the sums, if any, to be paid or credited by or to the Contractor in connection with the adjustment under this Article of that part of the price applicable to that fiscal period, it being the intent of the parties that the net result shall be substantially the same as it would have been if the adjustment had preceded such final determination.

§ 803.378 Incentive type contract article—(a) General considerations. (1) The contract Article set forth in § 803.379 (e) is designed to reduce contract prices by providing contractors with an incentive to minimize the cost of performing contracts. The contractor shares with the Government the savings brought about by such reduction in costs. The contractor's profit per unit increases as costs decrease and decreases as costs increase up to a point where additional costs result in losses.

(2) Under this Article a target price, which should not exceed the sum of a realistic estimate of the total cost of performing the contract and a reasonable profit, is determined. Because of the advantage to the contractor in the opportunity to increase his profit by cost reductions and to be reimbursed up to a point for cost increases, his risk is less than under a fixed price contract; and therefore the profit margin at the target price will ordinarily be lower than that allowed for an equal fixed price. A maximum (ceiling) price which the final price cannot exceed is also set. The contractor and the Government share in the reduction in cost below that price. The final price consists of (i) the contractor's costs determined by negotiation and agreement after completion of all work under the contract and (ii) a profit computed by the application of an agreed formula to the difference between the maximum (ceiling) price and such negotiated costs.

(3) The Article will be found more useful than the standard fixed-price contract in many situations. It provides a strong incentive to control and reduce costs. For contractors expecting to operate after the war it affords the opportunity to begin the restoration of efficiencies usually necessary in a competitive market. It furnishes protection to contractors who are not financially strong enough or are unwilling to accept the risk of loss which may possibly result from close fixed pricing. Contracting officers should carefully consider use of the Article in cases where satisfactory fixed prices cannot be agreed upon. The opportunity to adjust the price based on experienced costs will be found particularly adaptable in converting CPFF contracts, because it represents a less hazardous transition to a fixed-price basis. When a contractor's volume is reduced by the termination of some but not all of its contracts, it may be expedient to insert the incentive provisions in remaining contracts; and such insertion will not be considered an amendment without consideration under § 803.308a merely because the maximum price exceeds the original fixed price. The incentive type contract is adaptable for use in contracts for first production quantities of items not previously produced. In some cases it may be feasible to utilize it in research, experimental and development contracts, particularly where considerable repetitive work is involved. In such cases provision should be made for revision of the target and maximum prices at some early point in performance of the contract.

(4) The Article is not intended to take the place of the Price Revision Article set out in §§ 803.370 to 803.377, inclusive. Rather, it is intended to provide another technique, for use in certain cases, of obtaining close prices from War Department contractors. This Article will not be used in any contract containing one of the Price Revision Articles set out in §§ 803.370 to 803.377, inclusive.

(b) *Conditions for use.* The Article may be used in fixed price contracts, subject to the following conditions:

(1) Sufficient experience is available to make a reasonably accurate determination of the target price.

(2) The maximum (ceiling) price is as low as possible under the circumstances and affords no protection to the contractor against extravagance and inefficiency.

(3) The formula for fixing the profit is so scaled that an effective premium is afforded for reducing costs below the estimate and a deterrent provided to discourage the contractor from increasing costs.

(4) The contracting officer is satisfied that the contractor's accounting system is sound, since final costs will be determined by negotiation and not by audit. The contract provides for the contractor to furnish detailed cost statements which can and should be supplemented by investigation whenever and to the extent deemed desirable by the contracting officer.

(5) The contract will be made subject to the approval of the Director, Purchases Division, Headquarters, Army Service Forces. The submission of the contract to him for approval will explain in detail how the foregoing conditions have been fulfilled, will analyze the target and maximum (ceiling) prices and the price data, if any, submitted by the contractor, and will contain any other information considered relevant.

(c) *Assistance by Purchases Division.* Purchases Division, Headquarters, Army Service Forces, has made a special study of the incentive type contract and the experience of other Government departments in its use. Contracting officers are encouraged to seek the assistance of representatives of the Purchase Division in connection with negotiation of such contracts.

(d) *Explanatory illustration of incentive type contract.* A case is assumed where a substantial number of a particular item have been furnished. The contracting officer has estimated that a price of \$1,266,000 per unit would be fair and reasonable. Because of the uncertainty of the future the contractor has insisted on many contingency allowances and was unwilling to agree to a firm price of less than \$1,335,000 per unit. An incentive contract was, therefore, resorted to which is explained by the following figures:

Target price.....	\$1,266,000
Estimated Cost without contingencies.....	1,200,000
Maximum (ceiling) price.....	1,350,000

Formula for determining final price to include negotiated cost plus sum for profit which shall be equal to the following percentages of the amount by which negotiated cost is less than maximum (ceiling) price:

Fifty-two per cent (52%) of such amount to the extent of the first Fifty Thousand Dollars (\$50,000) thereof;

Forty-eight per cent (48%) of such amount to the extent of the next Fifty Thousand Dollars (\$50,000) thereof;

Thirty-two per cent (32%) of such amount to the extent of the next Fifty Thousand Dollars (\$50,000) thereof;

Twenty per cent (20%) of such amount to the extent of any balance thereof.

Using various figures for the negotiated cost, the following table is illustrative of the results which would be obtained:

Negotiated final cost	Profit	Equal to—	Total final unit price to Government
		Percent	
\$1,350,000.....	0	0	\$1,350,000
\$1,300,000.....	\$26,000	2	1,326,000
\$1,250,000.....	50,000	4	1,300,000
\$1,200,000.....	66,000	5.5	\$1,266,000
\$1,100,000.....	86,000	7.82	1,186,000
\$1,000,000.....	106,000	10.6	1,106,000
\$900,000.....	126,000	14.0	1,026,000
\$800,000 etc.....	146,000	18.25	946,000

¹ War Department estimated cost.

² Target price.

³ Maximum (ceiling) price.

(e) *Text of incentive type contract article.* Article —. Price Redetermination

(a) *Scope of Article.* The parties hereto agree that the price stipulated in Article — hereof is a fair and reasonable negotiated price based upon estimates made in the light of the information available to the parties at the time of the negotiation. (The prices of spare parts to be determined in accordance with Appendix A hereto shall be negotiated on the same basis.) Such price(s) shall, however, be increased or decreased as provided in this Article.

(b) *Submission of data.* After the last delivery to be made hereunder, the Contracting Officer and the Contractor shall redetermine by negotiation in the manner provided in paragraph (c) of this Article the contract price(s) (and the prices of spare parts) (exclusive of changes agreed to from time to time pursuant to the Article hereof entitled "Changes"). For that purpose, within ninety (90) days (or such longer period as the Contracting Officer may approve) after the last delivery to be made hereunder, the Contractor shall submit to the Contracting Officer, in such form and detail and accompanied by such supporting data as the Contracting Officer may require, a statement of (1) all costs incurred by the Contractor in performing the contract to such time and chargeable thereto in accordance with generally accepted and sound accounting practices consistently followed by the Contractor and (2) the estimated cost of such further performance, if any, as may be necessary to complete the contract, excluding from such statement any costs separately reimbursable to the Contractor pursuant to any provision of this contract other than the provisions of the Article hereof entitled "Changes." Such statement and supporting data shall be certified by two officers or other responsible officials of the Contractor as having been prepared in compliance with the provisions of this paragraph. One of such persons shall be a person supervising accounting under the contract. Such certification shall be in the following form:

The undersigned, as individuals and as authorized representatives of _____ (Contractor)

(hereinafter called the Contractor), hereby certify that we have examined the statement and supporting data to which this certificate is attached and that, to the best of our knowledge and belief, such statement and supporting data, except as otherwise indicated therein in the case of estimates, have been prepared from the books of account and records of the Contractor; that such books of account and records have been kept in accordance with generally accepted and sound accounting practices consistently followed by the Contractor; that they include only actual and estimated costs allocable to the performance of Contract No. _____; and that they have been prepared with the knowledge that they will be used in connection with the negotiation of the final contract price under such contract.

Variations in the foregoing form shall not be made except with the approval of the Contracting Officer.

(c) *Manner of redetermination.* The redetermination provided in paragraph (b) above shall be effected in the following manner:

(1) On the basis of such statement and supporting data and such investigation as the Contracting Officer shall deem appropriate in the circumstances, there shall be established by negotiation the average unit cost of the items to be delivered hereunder. This shall then be adjusted by deducting therefrom the aggregate amount of all increases in cost, reduced to a unit basis, and adding thereto the aggregate amount of all decreases in cost, reduced to a unit basis, as provided

for pursuant to the provisions of the Article hereof entitled "Changes." In the event of failure to agree, such adjusted average unit cost shall be determined under the provisions of the Article hereof entitled "Disputes."

(2) The redetermined unit price shall be established by adding to the adjusted average unit cost, as established under subparagraph (1) above, an allowance for profit equal to the following percentages of the amount, if any, by which such adjusted average unit cost is less than the sum of \$----- (the maximum price specified below):

- % of such amount to the extent of the first \$----- thereof,
- % of such amount to the extent of the next \$----- thereof,
- % of such amount to the extent of the next \$----- thereof,
- % of such amount to the extent of any balance thereof.

In no event, however, shall such redetermined unit price exceed \$-----.

(3) The price of spare parts shall be redetermined by applying to the price of each spare part as it was first established hereunder (exclusive of packing and similar charges, if any) a percentage determined by dividing the total number of dollars in the redetermined unit price established pursuant to subparagraph (2) above by \$----- (the base unit prices specified in Article ---).

(d) *Exclusion of changes.* The price adjustment for changes determined from time to time pursuant to the Article hereof entitled "Changes" shall not be redetermined under this Article and shall be paid in addition to or shall be deducted from, as the case may be, the redetermined prices established in accordance with paragraph (c) of this Article.

(e) *Supplemental Agreement.* When such redetermined prices shall have been arrived at as hereinabove provided, the amount thereof shall be evidenced by a supplemental agreement. In the event that the redetermined prices shall be greater than the prices previously in effect, the Contractor, upon submission of invoices therefor, shall be promptly paid the amount of the increase applicable to items theretofore delivered. In the event that the redetermined prices shall be less than the prices previously in effect, the Contractor shall promptly refund to the Government the amount of the decrease applicable to items theretofore delivered, or, with the approval of the Contracting Officer, the same may be deducted from any amount thereafter payable to the Contractor under this contract.

(f) *Effect of termination.* If this contract shall be terminated pursuant to the Article hereof entitled "Termination at the Option of the Government" prior to a price redetermination under this Article and if (A) such termination shall occur after deliveries have commenced or (B) such termination shall be partial, leaving one or more items to be delivered thereafter, then in that event (1) there shall at the request of the Contractor promptly be established by negotiation between the parties an amendment to this contract, subject, in the event of failure to agree, to final determination under the provisions of the Article hereof entitled "Disputes", which shall establish such revisions, if any, in the maximum price and profit allowances specified in subparagraph (c) (2) hereof as shall be equitable under the circumstances; and (ii) upon completion of deliveries under the contract as terminated, the contract prices for items delivered shall be redetermined under the provisions of this Article on the basis of the adjusted average unit cost for such completed items, exclusive of all costs allocable to the terminated portion of this contract.

(g) *Termination under Delays-Damages Article.* In the event that this contract shall be terminated pursuant to the Article hereof entitled "Delays-Damages," prior to a price

redetermination under this Article, the prices, if any, payable to the Contractor pursuant to said Delays-Damages Article shall be either (i) the prices currently in effect as of the effective date of termination, as established under paragraph (h) of this Article, or if the contracting officer shall determine in his discretion that the payment of the said prices is not in the best interest of the Government, (ii) the prices redetermined in accordance with paragraph (c) of this Article on the basis of the adjusted average unit cost for completed items, exclusive of all costs allocable to the terminated portion of the contract.

(h) *Revision of tentative contract prices.* Pending the price redetermination pursuant to the provisions of paragraph (c) of this Article, the sum of \$----- specified in Article --- hereof and based upon an assumed average unit cost of \$-----, (and the prices of spare parts to be determined in accordance with Appendix A hereto) (hereinafter called the tentative contract prices), as the same may be revised pursuant to the provisions of this paragraph, shall be deemed to be the contract prices for all purposes of this contract. If at any time after the delivery of the ----- item under the contract, it appears that the average unit cost will be substantially greater or less than such assumed average unit cost, either the Contractor or the Contracting Officer may by notice to the other request negotiations for the fixing of revised tentative contract prices. If the parties are unable within thirty (30) days after the receipt of such notice to agree upon revised tentative contract prices, the dispute shall be deemed a question of fact to be determined under the Disputes Article. Within thirty (30) days after revised tentative contract prices shall have been so fixed, the amounts paid to the Contractor on the basis of the previous tentative contract prices shall be recomputed upon the basis of such prices as revised, and if such amounts so recomputed are in excess of the amounts theretofore paid, the Government will promptly pay the excess to the Contractor upon the submission of invoices therefor and, if such amounts so recomputed are less than the amounts theretofore paid, the Contractor shall promptly refund the difference to the Government or, with the approval of the Contracting Officer, the same may be deducted from any amount thereafter payable to the Contractor under this contract. The fixing of revised tentative contract prices pursuant to the provisions of this paragraph shall not limit nor affect in any way the price redetermination thereafter required to be effected pursuant to the provisions of paragraph (c) of this Article.

SUBPART J—MISCELLANEOUS

Section 803.398b is added as follows:

§ 803.398b *Adjustments of fixed-price subcontracts under cost-plus-a-fixed-fee prime contracts.* (1) The principles set out in § 803.329b (c) apply to adjustments of a fixed price subcontract under a cost-plus-a-fixed-price prime contract attributable to the balance of the work under such subcontract.

(2) In view of section 3 (d) of the Contract Settlement Act and § 841.111-4 of this chapter the claim of a fixed-price subcontractor under a cost-plus-a-fixed-fee contract for work terminated or cancelled in whole or in part under any circumstances which require the Government to bear the cost of settlement, is a termination claim. The settlement of such a termination claim will be effected in accordance with the principles and under the procedures set out in Subchapter C of this chapter (see especially Part 846 of this chapter).

(3) Approval by the contracting officer of adjustments and settlements of the character described in subparagraphs (1) and (2) above will be effected to the extent required by the prime contract. In some cases the settlement of the subcontract may have been pursuant to an authorization to settle subcontracts under § 846.642 or § 846.643 of this chapter. Where the settlement has been made under such an authorization, any such approval will be taken to indicate only that the subcontract was terminated under circumstances which require the Government to bear the cost of the subcontract settlement and that the contractor has made the settlement under the authorization.

[Procurement Reg. 4]

PART 804—BONDS AND INSURANCE

SUBPART A—GENERAL

Section 804.404 is amended to read as follows:

§ 804.404 *Definition of "Contract Insurance Branch".* Whenever used in this part, the terms "Insurance Branch" or "Contract Insurance Branch" shall be deemed to mean the Contract Insurance Branch, Special Financial Services Division, Office of the Fiscal Director, Headquarters, Army Service Forces.

SUBPART B—BONDS

1. In § 804.406, the introductory text of paragraph (b) is amended to read as follows:

§ 804.406 *Contract bond requirements on lump sum construction and supply contracts.* * * *

(b) *Performance bonds.* The extent to which performance bonds will be required in connection with lump sum construction and supply contracts will be determined by the chief of the technical service concerned. The requirement of performance bonds will of necessity change from time to time to meet both changing conditions and specific situations. On such bonds as are required the penal sum will be the lowest which, in the exercise of sound judgment, is deemed adequate for the protection of the United States. The maximum rates of premiums on such bonds are as follows:

2. In § 804.408 (a) the last sentence of subparagraph (1) and the last sentence of subparagraph (2) are revoked.

3. Section 804.409 (c) is revoked, as follows:

§ 804.409 *Filing and examination of bonds and consents of surety.* * * *
(c) [Revoked]

SUBPART D—INSURANCE

1. In § 804.435, the first sentence of paragraph (a), and paragraph (b) are amended to read as follows:

§ 804.435 *Waiver of Defense Plant Corporation insurance requirements.* (a) Where cost-plus-a-fixed-fee contracts are being performed in facilities owned by the Defense Plant Corporation and leased to a contractor, the contractor is required by the terms of the lease to procure and maintain at his own expense fire and supplementary coverage, and general liability and automobile liability in-

insurance for bodily injury and property damage, on special forms. * * *

(b) In all cases where a definite saving in cost to the Government can be effected by eliminating insurance requirements of the Defense Plant Corporation, the Contract Insurance Branch will be advised promptly of the following: (1) Name of contractor; (2) number of contract; (3) type of contract; (4) location of facility involved; (5) the plan or lease number; (6) the estimated saving, if the same can be estimated; and (7) the recommendation of the chief of the technical service. For those cost-plus-a-fixed-fee contractors insured under the War Department Insurance Rating Plan, special policy forms required by Defense Plant Corporation will be terminated and the name of Defense Plant Corporation will be endorsed onto the contractor's policies as an additional insured together with a recital of the indemnity provisions of the lease agreement. The Defense Plant Corporation will be requested by the Contract Insurance Branch, in appropriate cases, to waive its insurance requirements.

2. In § 804.436, the introductory text of paragraph (d) is amended to read as follows:

§ 804.436 *Casualty insurance.* * * *

(d) *Self-insurance.* Self-insurance by cost-plus-a-fixed-fee contractors, in lieu of the requirements outlined in paragraphs (a) and (c) of this section, will not be approved except in unusual circumstances and then only after approval is obtained from the Contract Insurance Branch. Where the contractor requests and the chief of the technical service deems it desirable, that workmen's compensation insurance be provided by self-insurance, there will be submitted to the Contract Insurance Branch the following:

3. In § 804.437, the first sentence is amended, the last sentence of paragraph (d) is amended, and paragraph (f) is amended to read as follows:

§ 804.437 *Miscellaneous insurance.* The chiefs of the technical services may consider that other forms of insurance are necessary in special instances. * * *

(d) *Contractual liability insurance.* * * *

The chief of the technical service concerned may approve the purchase of insurance for other assumed liability where the assumption of the liability by the contractor or subcontractor has been authorized and the chief of the technical service determines that the purchase of such insurance is necessary. * * *

(f) *Ocean or inland marine insurance.* These forms of insurance will not be required and their purchase will be authorized only in those instances where the chief of the technical service concerned determines that the procurement of such insurance is desirable or necessary for the protection of the contractor or the Government.

4. Paragraph (4) is added to § 804.451, as follows:

§ 804.451 *Insurance on Government-owned property.* * * *

(4) The same general policy as exists with regard to lump-sum supply contracts applies to fixed-price contracts for services accessorial to or forming a part of a transportation movement, including contracts for freight handling, car loading and unloading, packing and crating, stevedoring, lighterage, trucking, heavy lift service, lumber handling and other contracts for terminal services not procured by means of a bill of lading. For forms of contract articles covering liability for Government-owned property, see § 803.365 (a-1).

5. The introductory text of § 804.461 is amended, and paragraph (d) is revoked as follows:

§ 804.461 *Master policy.* A master policy issued by the War Shipping Administration to the War Department permits the War Department to insure with the War Shipping Administration war risks or liabilities which it has assumed or for which it is obligated in connection with certain persons, vessels or other floating equipment. Declarations under this policy will be made to the War Shipping Administration by the Chief of the technical service concerned or any subordinate whom he may designate. All declarations will be numbered in sequence as reports are made. For required form of report see § 804.497 (c). * * *

(d) *Declarations.* [Revoked]

6. In § 804.470 (b), the introductory text preceding subparagraph (1) and the first sentence of subparagraph (7) are amended, and the last paragraph is revoked, as follows:

§ 804.470 *Acceptability of insurance carrier.* * * *

(b) The chief of the technical service concerned will pass upon the acceptability of the insurance carrier whether selected by the contractor or chosen on a competitive basis. The chief of the technical service will obtain from the contractor the following information which will be used by him in conjunction with the standards set forth in paragraph (a) of this section in determining the acceptability of the carrier: * * *

(7) A separate letter which may be forwarded directly by the insurance carrier to the chief of the technical service concerned, setting forth the actual amount of each risk retained by the primary carrier and its reinsurance arrangements, including the names of all reinsurers and the amount of risk accepted by each. * * *

7. Paragraph (a) is added to § 804.480, as follows:

§ 804.480 *Rule in recognition of differences in hazard.* * * *

(a) With respect to workmen's compensation, employers' liability and manufacturers' and contractors' liability insurance, the Joint Rating Committee

has made provision whereby the basic manual rules with regard to assignment of payroll of miscellaneous employees will be modified by interpretation as follows:

(1) The payroll of miscellaneous employees shall be assigned by audit period.

(2) The payroll of miscellaneous employees whose duties during the entire audit period were incidental to and are directly assignable to a single manufacturing classification shall be assigned to the rate for that classification unless such payroll has not been so allocated on the records in which case these employees shall be assigned as cited in the following subparagraph (3).

(3) The payroll of miscellaneous unassignable employees whose duties during the audit period were incidental to two or more manufacturing classifications shall be assigned to the several manufacturing classifications in the same proportion which the payroll of the several manufacturing classifications bears to the total payroll of such manufacturing classifications.

(4) In cases where a project average rate is to be used to cover all operations, the payroll of miscellaneous employees shall be included in the rate determination and the procedure described in subparagraphs (2) and (3) above shall be followed on an estimated basis for the entire period covered by the policy rather than by audit period.

7. In § 804.491, paragraphs (f) and (g) are amended to read as follows:

§ 804.491 *Claims, losses and claims service under the War Department Insurance Rating Plan.* * * *

(f) *Loss reports.*—(1) *Quarterly loss reports.* The insurance carrier is required to submit a quarterly loss report (for form see §§ 804.497 (w) and 804.497 (x)) every three months during the term of the policy, except for the three (3) months period immediately preceding the policy anniversary date from which date preliminary (interim) settlement is due within sixty (60) days. The insurance carrier is required to furnish the contractor with five copies of the quarterly loss report. The contractor should retain two copies and send three copies to the Contracting Officer or his representative. The Contracting Officer will retain one copy unless the chief of the technical service concerned requires him to send it to a higher echelon within the technical service, and will forward two copies to the chief of the technical service concerned. The chief of the technical service will retain one copy and forward the other to the Contract Insurance Branch. In order that maximum use may be made of these reports, they will be forwarded promptly through channels as set forth above.

(2) *Preliminary settlement.* The insurance carrier will use the approved form of preliminary settlement (See § 804.497 (o) to (u).) Distribution of these forms when completed will be made as set forth in § 804.490 (b). The chief of the technical service concerned will obtain the approval or disapproval of these statements by the Contract In-

insurance Branch before any final action is taken thereon. Refunds of premium may be accepted without reference to the approval or disapproval by the Contract Insurance Branch. The chief of the technical service concerned will be notified of the action taken by the Contract Insurance Branch.

(3) *Final settlement.* The same form shall be used for final settlement as is used for preliminary settlement statements (see § 804.497 (o) to (u)). If the final settlement statement is approved by the Contract Insurance Branch, after its examination of the claims files, the chief of the technical service concerned will be so notified. If settlement is deferred, the chief of the technical service concerned will be notified. Upon consummation of final settlement with the carrier, the Contract Insurance Branch will secure the necessary corrected settlement statements from the insurance carrier.

(4) No other reports by insurance carriers concerning insured losses will be required unless requested by the Contract Insurance Branch.

(g) *Arbitration of losses.* If final settlement with a carrier is not feasible, by reason of dispute over losses claimed by such carrier, the Contract Insurance Branch will arrange for arbitration in accordance with the provisions of the War Department Insurance Rating Plan, and will notify the chief of the technical service concerned of the pendency of such arbitration. Upon final settlement of such losses, the chief of the technical service concerned will be notified.

8. Section 804.493 is amended to read as follows:

§ 804.493 *Reports.* There will be forwarded promptly to the Contract Insurance Branch the following information:

(a) In connection with insurance written under the War Department Insurance Rating plan copies of all policies, audit statements, other reports of insurance carriers, (except engineering inspection reports), reports of insurance advisors and any other pertinent data.

(b) In connection with any insurance where approval of losses by the Under Secretary of War is required for the determination of premium, copies of the policies and copies of all statements, except engineering inspection reports, required of the insurance carrier.

SUBPART E—BONDS AND INSURANCE FORMS

The first sentence of § 804.497 (c) is amended to read as follows:

§ 804.497 *Insurance forms.* * * *

(c) *War risk insurance report.* A report on the following form, numbered in sequence, should be executed in duplicate and forwarded to the War Shipping Administration, Commerce Building, Room 4089, Washington 25, D. C.

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPARTMENTAL PURCHASES

SUBPART B—INTERBRANCH PROCUREMENT

Section 806.605b is added, as follows:

§ 806.605b *Indefinite quantity contract for safety glass.* As of April 1, 1945, the Ordnance Department has executed an indefinite quantity contract for safety glass in ordnance vehicles. Pertinent excerpts from this contract are set forth in Ordnance Procurement Circular No. 97-45, and in paragraph 6,068.2 of Ordnance Procurement Instructions, as amended.

SUBPART C—INTERDEPARTMENTAL PURCHASES

1. In § 806.606a, the following changes are made: The last sentence of paragraph (a), the last sentence of paragraph (b), and the first sentence of paragraph (c) are amended to read as follows:

§ 806.606a *Regional and District Warehouse and Supply Centers of Treasury Department, Procurement Division—*
(a) *Establishment and functions of Regional and District Warehouse and Supply Centers.* * * * Items handled by these Centers in general are new items purchased by Treasury Department, Procurement Division.

(b) *Stock catalogues of Warehouse and Supply Centers.* * * * The addresses of such Regional Directors are as follows.

Region I: Park Square Building, Boston 16, Mass.

Region II: 50 Church Street, New York 7, N. Y.

Region III: 499 Pennsylvania Avenue NW., Washington 25, D. C.

Region IV: Commercial Arts Building, 704 Race Street, Cincinnati 2, Ohio.

Region V: 209 South LaSalle Street, Chicago 4, Ill.

Region VI: Belle Isle Building, 105 Pryor Street NE., Atlanta 3, Ga.

Region VII: P. O. Box 1407, Fort Worth 1, Tex.

Region VIII: 2605 Walnut Street, Kansas City 8, Mo.

Region IX: 1030 15th Street, 7th Floor, Denver 2, Colo.

Region X: 30 Van Ness Avenue, San Francisco 2, Calif.

Region XI: 2005 Fifth Avenue, Seattle 1, Wash.

Region XII: Iolani Palace, Honolulu 2, T. H.; Building "F," Munoz Rivera Park, San Juan, P. R.

(c) *Authority to purchase from Warehouse and Supply Centers.* Field services of the War Department are required to purchase items through Treasury Department, Procurement Division, only to the extent provided in § 806.606 (b) and (g).

2. In § 806.613, all references in paragraphs (b), (c) and (d) to "Procurement Division, Treasury Department" are changed to read "the Department of Commerce," and paragraph (e) is amended to read as follows:

§ 806.613 *Procurement of surplus property from disposal agencies.* * * *

(e) *Procedure for acquiring surplus property.* In general, surplus property

will be transferred with reimbursement by the War Department at a fair valuation determined by the disposal agency. Details of transfer procedure may be ascertained from the offices of the disposal agencies. See § 806.614 as to the appropriate form of delivery order to be used in acquiring surplus property from disposal agencies. However, where the property being transferred was declared surplus by another element of the War Department or by the Navy Department, non-reimbursable transfer can be arranged wherever permitted by Special Order No. 6 of the Surplus Property Board, dated May 1, 1945.

[Procurement Reg. 9]

PART 809—LABOR

SUBPART H—WAGE AND SALARY STABILIZATION

In § 809.951-2, the introductory text and subparagraph (1) (iv) of paragraph (a) are amended to read as follows:

§ 809.951-2 *Limitations on wage and salary increases—(a) Policy.* Existing policy as to wage and salary increases (insofar as those within the jurisdiction of the Board or the Commissioner as hereinafter set forth are concerned) is expressed in § 4001.11 of the regulations of the Director as supplemented by the Director's Policy Directive of May 12, 1943 and Policy Directive on "Fringe" Adjustments of March 8, 1945. This policy may be summarized as follows:

(1) * * *

(iv) Reasonable adjustments in wages or salaries in case of promotions, reclassifications, merit increases, incentive wages or the like: *Provided*, That such adjustments do not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices. (The Board may approve or direct certain such adjustments irrespective of such proviso in accordance with the Director's Policy Directive on "Fringe" Adjustments of March 8, 1945).

SUBPART M—MISCELLANEOUS

In § 809.993-1, the introductory text is amended and the note at the end is deleted, as follows:

§ 809.993-1 *General Order No. 14 of the National War Labor Board.* General Order No. 14, adopted by the National War Labor Board on November 24, 1942, as subsequently amended, reads as follows:

[Procurement Reg. 10]

PART 810—PLANT FACILITIES EXPANSIONS

SUBPART D—AMORTIZATION DEDUCTION AND CERTIFICATES OF NECESSITY

A paragraph is added to § 810.1019 (a), as follows:

§ 810.1019 *War Department policy regarding certificates.* * * *

(a) * * *

By a similar memorandum dated May 8, 1945, the Under Secretary of War has directed that, in view of the uncondi-

tional surrender of the German forces in Europe, particular attention be given to the foregoing provision that only in extraordinary cases will an affirmative recommendation for the issuance of a certificate be made.

[Procurement Reg. 11]

PART 811—MISCELLANEOUS PURCHASE INSTRUCTIONS

SUBPART F—CONTRACTS INVOLVING RUBBER OR SYNTHETIC RUBBER

Section 811.1155 is amended to read as follows:

§ 811.1155 *Price adjustment provisions.* In order to assure rubber manufacturers that they may fix their prices on the basis of the cost for natural and synthetic rubber specified in the agreement between the War Department and Rubber Reserve Company the price revision article contained in § 803.377 (d) may be used in contracts involving natural or synthetic rubber.

SUBPART H—MISCELLANEOUS MATTERS

In § 811.1182, the last sentence is amended to read as follows:

§ 811.1182 *Track-scaling of loaded railroad cars.* * * * Reference is made to AR 55-150 for the terms of the War Department Traffic Weight Agreement entered into by the War Department with representatives of certain carriers.

[Procurement Reg. 12]

PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

Section 812.1200 is amended to read as follows:

§ 812.1200 *Scope of part—(a) General.* This Part 812 deals with policies, procedures and contract provisions relating to the adjustment of prices under War Department contracts and subcontracts thereunder pursuant to the Renegotiation Act of 1943 (Subpart A), price adjustments without contract provisions and relief under the First War Powers Act (Subpart E), audits and inspections under Title XIII of the Second War Powers Act (Subpart H) and Title VIII of the Revenue Act of 1943 (Subpart I). The material relating to the use and administration of price revision contract articles, which formerly appeared in subparts B, C and D, has been revised and now appears in Subpart H of Part 803 of this chapter.

(b) *Regulations rescinded.* Temporary Procurement Regulations 10-T and 17-T, issued April 30, 1942, and May 11, 1942, by Headquarters, Army Service Forces, and all directives and instructions relating to contract provisions for revision and renegotiation of contract prices, issued prior to July 1, 1942 have been rescinded (see § 801.103 of this chapter).

SUBPART A—STATUTORY RENEGOTIATION

1. In § 812.1205, paragraph (c) (5) (v) is added, paragraph (f) is revoked, and in paragraph (g), subparagraph (2) (iv), (v) and (vi), and subparagraphs (4), (5) and (6) are amended, as follows:

No. 118—4

§ 812.1205 *Discretionary power to exempt certain contracts and subcontracts.*

(c) *Discretionary power to exempt certain individual contracts or subcontracts.* * * *

(5) * * *

(v) Sufficiently detailed information to indicate whether the requirements of the provisions of this part pursuant to which the exemption is granted, have been complied with;

(f) *Exemption from renegotiation in connection with periodic adjustment of prices.* [Revoked]

(g) *Exemption of individual contracts and subcontracts for less than \$5,000,000.*

(2) * * *

(iv) The contract contains no provision for price revision other than standard articles authorized in this chapter;

(v) If the contract contains any of the articles set forth in §§ 803.372 (g) and 803.373 (f) of this chapter or formerly set forth in §§ 803.341 (a) and (b), 803.360 (b) and 803.360a (a) of this chapter, the initial period of production has been completed; and

(vi) If the contract contains either of the articles set forth in § 803.375 (d) (formerly § 803.342a) and § 803.376 (d) of this chapter, the price is finally determined.

(4) If the contract involves a period of performance of over six months, the person exercising authority to exempt should consider whether some approved price revision provision (e. g. the article set out in § 803.372 (e) or § 803.373 (e) of this chapter) should not be included in the contract and the exemption limited in length appropriately.

(5) Each proposed exemption should ordinarily be discussed informally with the Price Adjustment Section of the procurement office which is placing the contract.

(6) Where a contract contains a periodic pricing article (see § 803.372 (e), (f) and (g) of this chapter) or an article like those set forth in § 803.373 (e) and (f) of this chapter, exemption from renegotiation should not be granted with respect to the entire contract but only until the next succeeding price revision. At the conclusion of the first pricing period under the articles set forth in §§ 803.372 (g) and 803.373 (f) of this chapter, exemption from renegotiation for the initial pricing period may be granted retroactively at the time of the amendment of the contract to fix the price for the next succeeding period, if such exemption from renegotiation is warranted in accordance with this chapter.

2. In § 812.1210, the last sentence is amended to read as follows:

§ 812.1210 *Use of other articles.* * * * Various other articles discussed in Subpart H of Part 803 of this chapter, designed to provide for revision of the price of the specific contract to meet various types of conditions, may be used in addition to the contract articles for statutory renegotiation.

3. In § 812.1214, paragraphs (a), (d) (1), and the introductory text of para-

graph (e) are amended to read as follows:

§ 812.1214 *Effect of statutory renegotiation on price adjustments by contracting officers—(a) Restrictions during and after statutory renegotiation.* While renegotiation pursuant to the 1943 Act is in progress or after it has been concluded with respect to a fiscal period of a contractor, contracting officers will not, except as contemplated in paragraph (d), accept or seek price reductions or refunds in lieu thereof, which will affect the sales or earnings of the contractor for such fiscal period without the prior consent of the Price Adjustment Board or Section which is conducting or has conducted such statutory renegotiation.

(d) *Price adjustments not restricted.*

(1) Proposing and arranging adjustments in prices or fees in individual contracts containing express provision for revision, redetermination or renegotiation of prices or fees, other than a provision for statutory renegotiation, or

(e) *Provision in supplemental agreements making price adjustment.* The contract price as revised, renegotiated or redetermined by the contracting officer or as voluntarily reduced will still be subject to statutory renegotiation under the 1943 Act and any contract article pursuant thereto. Unless the revised, renegotiated or redetermined price is expressly exempted from statutory renegotiation pursuant to § 812.1205, the supplemental agreement or other instrument affecting the adjustment in price or fixed-fee will therefore include a provision substantially as follows:

SUBPART B—CONTRACT ARTICLES FOR PRICE ADJUSTMENT ON THE BASIS OF PRODUCTION EXPERIENCE

The text of Subpart B is revoked.

SUBPART C—CONTRACT PROVISIONS FOR PRICE ADJUSTMENT UPON CONTINGENCIES AND SHORT-TERM PRICING

The text of Subpart C is revoked.

SUBPART D—CONTRACT ARTICLES FOR PERIODIC READJUSTMENT OF PRICE AND EXEMPTION FROM RENEGOTIATION

The text of Subpart D is revoked.

SUBPART E—PRICE ADJUSTMENTS WITHOUT CONTRACT PROVISIONS

Paragraph (a) of § 812.1250 is amended to read as follows:

§ 812.1250 *Scope of subpart.* (a) As is emphasized in Parts 802 and 803 of this chapter, war conditions frequently require adjustment of contract terms to prevent unfairness to the contractor or the Government. While the provisions discussed in Subpart H of Part 803 of this chapter are sufficiently flexible to meet many kinds of changes, they do not cover all contingencies, and many contracts do not contain these provisions. Accordingly, contracts must often be amended to adapt them to new or unexpected developments.

[Procurement Reg. 13]

PART 813—FORMS OF CONTRACTS

1. In § 813.1315a, the following changes are made: In paragraph (a) (2), paragraph 4 (d) is added; paragraph (a) (5) is added, and in paragraph (b), paragraph 4 of Article I and the footnote to paragraph 1 of Article II are amended, as follows:

§ 813.1315a *W. D. Contract Form No. 15—(a) Explanatory notes.* * * *

(2) * * *

4. *Reimbursement for cost of facilities.* (d) The Government reserves the right to terminate this contract at any time prior to completion of the facilities herein provided for. In the event the Government exercises such right, fair compensation with respect to such facilities, exclusive of profit, within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.), as the same may be amended from time to time, will be provided for the Contractor.

(5) In the case of electric, gas, water and sewage service provisions 5, 7, 6 and 4, respectively, of Special Provisions A, B, C and D (§ 813.1315b (c) to (f), inclusive) to be attached to and made a part of the contract in accordance with Provision 1 (a) of Article II of the form, will be modified to read:

Notice of intention to terminate service under this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty (30) days in advance of the effective date of termination.

(b) *Contract form.* * * *

ARTICLE I—FACILITIES, CONNECTION CHARGE AND REFUND PROVISIONS

4. *Payment of cost of facilities.* (a) In consideration of the estimated costs to be incurred by the Contractor and the uncertain duration of the Project the Government agrees to pay the Contractor, as a connection charge, after receipt of satisfactory evidence of completion of the facilities, the sum of \$..... less the net salvage value of said facilities in the amount of \$..... The net connection charge to be paid by the Government is \$..... The Government is to receive a refund of the amount so paid as provided in paragraph 5 of this article.

(b) The Government reserves the right to terminate this contract at any time prior to completion of the facilities herein provided for. In the event the Government exercises such right, fair compensation with respect to such facilities, exclusive of profit, within the meaning of the Contract Settlement Act of 1944 (Public No. 395, 78th Cong.), as the same may be amended from time to time, will be provided for the Contractor.

ARTICLE II—SERVICE PROVISIONS

1. *Service.* (a) The Contractor agrees to furnish the service required hereunder at the Project, beginning on 19...., and thereafter until further notice, and at the rates and other terms set forth in provision 2 of the Article or attached hereto and, in accordance with Special Provisions numbered 1 to inclusive, attached hereto and made a part hereof.¹

¹ Attach whichever of Special Provisions A, B, C, or D set forth in § 813.1315b (c) to (f), inclusive, is applicable to the service involved, modified when necessary as indicated in paragraph (a) (4) of this section and, in all cases, as indicated in paragraph (a) (5) of this section.

2. In § 813.1334, the introductory paragraph of Article 1 is amended to read as follows:

§ 813.1334 *W. D. Contract Form No. 34 (Royalty-Free Release and License Involving No Money Payment).* * * *

ARTICLE 1. *License.* (See § 811.1115 (u) (2) of this chapter.)

[Without limiting any rights which the Government may have obtained by virtue of prior contracts or by operation of law or otherwise,] Contractor agrees to and does hereby grant and convey to the Government an irrevocable, non-exclusive, non-transferable and royalty-free license under the following patent(s) [and application(s) for patent] to practice and cause to be practiced for the Government any and all of the inventions thereof in the manufacture, use and disposition of any article or material, and in the use of any method, in accordance with law:

U. S. Patent No.	Date	Application Serial No.	Filing Date
[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunder].			

Subchapter B—Disposition of Property
[Procurement Reg. 7]

PART 821—GENERAL

1. Section 821.103-1 is amended to read as follows:

§ 821.103-1 *War Department policy on direct sales.* Under regulations prescribed by the Surplus Property Board, general responsibility for disposal of surplus Government property has been assigned to certain disposal agencies, as more fully explained in Part 827 of this chapter. It is the policy of the War Department to have these disposal agencies dispose of surplus War Department property to the fullest extent provided by the regulations of the Surplus Property Board, and to limit direct disposal by the War Department to those categories for which the War Department is clearly responsible. Accordingly, sales by the War Department will be limited to the following:

(a) Sales of termination inventories and other property in hands of war contractors as provided in Subchapter C of this chapter.

(b) Sales of nominal quantities of surplus property as provided in § 827.701 of this chapter.

(c) Sales to war contractors, other government agencies and other limited classes of transferees as provided in Part 823 of this chapter.

(d) Sales of salvage, scrap and waste.

2. Section 821.115-3 is added, as follows:

§ 821.115-3 *Advance information.* (a) War Department personnel, military and civilian, will refrain from furnishing prospective buyers advance information as to surplus property, and from any other action tending to prefer any buyer or class of buyers over other buyers. Information which should not be divulged includes information that property is excess at a certain locality, or will shortly be declared surplus or be reported to a given disposal agency, or that it has been so reported. Information which may

properly be divulged includes such information as that a certain disposal agency has been designated to dispose of particular types of property, that certain property is being advertised for sale by a certain agency, or that a salvage officer is currently accepting bids for specified property. Negative information, such as that no property of a type in question has been declared surplus, may also be given.

(b) The foregoing is not to be construed as limiting the provisions of § 821.115-2 as to furnishing disposal agencies with information on declarations of surplus; or as to the official release of such information through the Bureau of Public Relations. Furnishing information to War Department personnel for use in connection with their official duties is not prohibited.

3. Section 821.117 is added, as follows:

§ 821.117 *Assistance in obtaining surplus property.* War Department personnel, military and civilian, whether or not engaged in surplus property activities, will not render assistance to individuals in obtaining surplus property, except (a) Such assistance as is incident to making authorized War Department sales or to the disposal of termination inventories and (b) Such assistance as is involved in making proper response to inquiries, as provided in § 821.115-3 (1).

PART 823—DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO THE PROSECUTION OF THE WAR

In § 823.301-2 (a) the parenthetical clause "(excluding built-in heat-treating furnaces which lose their utility and serviceability as a result of dismantling and are reduced thereby to scrap or salvage)" is added to the item "Heat-treating equipment."

PART 824—DISPOSITION OF NONREPAIRABLE PROPERTY

In § 824.407-1 the existing text is designated (a) and paragraph (b) is added as follows:

§ 824.407-1 *Property salable as scrap or salvage after removal.* * * *

(b) Where the estimated costs of removal which the Government is required to bear (including any costs of dismantling or preparation for shipment and any cost of repairing damage to the contractor's plant to the extent that the Government may be liable therefor in accordance with § 810.1003a of this chapter) exceeds the estimated recoverable scrap of salvage value after removal, the contract of sale may provide for leaving the property in place in consideration of the contractor's releasing the Government of all obligation to remove the property or make reimbursement therefor. When property is left in place pursuant to any such agreement, the transaction will be subject to prior review by a local disposal board, and will be accomplished by a supplement to the contract under which the obligation to remove arises. The supplement will recite that it is executed under the First War Powers Act and Executive Order 9001.

PART 826—DISPOSITION OF SERVICEABLE
NON-MILITARY PROPERTY

SUBPART B—CONSTRUCTION EQUIPMENT

Section 826.624 is amended to read as follows:

§ 826.624 *Storage of surplus part 2 property.* After it has been reported to a disposal agency as surplus, part 2 property may be turned over to the Corps of Engineers for storage pending disposal. When a technical service desires to turn over part 2 property to the Corps of Engineers, the local establishment having jurisdiction of the equipment will notify the division engineer of the Corps of Engineers nearest to the location of the equipment, who will issue shipping instructions. The technical service requesting storage will prepare and ship the property in accordance with such shipping instructions. All costs of packing, handling and transportation will be borne by the technical service requesting storage. When unserviceable property is shipped to the Corps of Engineers, the property must be listed on a separate shipping document bearing the following statement on all copies thereof:

All property listed hereon is in an unserviceable condition.

Appropriate inspection by those concerned with determination of responsibility for its condition has been made.

Signed _____

Accountable shipping officer.

Accountability will be transferred to the Corps of Engineers without transfer of funds. Transfer will be coordinated with the interested accountable property officer for compliance with applicable regulations in regard to the transfer of accountability for property. The technical service requesting storage will notify the disposal agency of the change of location of the property, and will submit a copy of such notification, together with a copy of the report of surplus, to the storing establishment.

SUBPART C—PROPERTY OTHER THAN PRODUCTION AND UTILITY EQUIPMENT, CONSTRUCTION EQUIPMENT AND CONTROLLED MATERIALS

1. Section 826.632 is amended to read as follows:

§ 826.632 *Circularization.* When local efforts have not resulted in redistribution of part 3 property within 30 days after it is determined to be excess, circularization will be immediately initiated, except as hereinafter provided. The chief of the technical service concerned, if he so desires, may waive circularization, or may direct that circularization be initiated prior to the expiration of the 30 days after the property is determined to be excess.

2. The last sentence of § 826.632-3 (b) is amended to read as follows:

§ 826.632-3 *Items not to be circularized.* * * *

(b) * * * Such items, and items not circularized pursuant to § 826.632, will be deemed surplus, without further action, when determined to be excess to the technical service concerned, and will be disposed of in accordance with part 827 of this chapter.

PART 827—DISPOSAL OF SURPLUS PROPERTY

1. Section 827.700 is amended to read as follows:

§ 827.700 *General.* Under its Regulation No. 1, as amended, effective May 1, 1945, the Surplus Property Board has assigned responsibility for disposal of surplus property among disposal agencies as indicated in § 829.904 of this chapter, and has established procedures for reporting surplus property to these disposal agencies. When property has been determined to be surplus under the procedures established under Parts 805 and 806 of this chapter, action will be promptly taken to dispose of nominal quantities of property in accordance with § 827.701 and to report the remaining surplus property to the appropriate disposal agencies in accordance with § 827.702.

2. Section 827.701 is amended to read as follows:

§ 827.701 *Disposal of nominal quantities.* (a) Single items or groups of items of surplus property, where the cost, estimated if not known, of all substantially similar items in surplus at any one time and at any one place does not exceed \$100, are termed "nominal quantities". Nominal quantities will ordinarily be turned over to the local salvage officer (or to the contracting officer where there is no salvage officer) for disposition, except that nominal quantities may be reported and turned over to a disposal agency with the prior approval of the Regional Office of the disposal agency concerned if the disposal agency is in position to effect expeditious disposition without delaying disposition of other property.

(b) Disposition of such property by the local salvage officer will be made in accordance with these regulations and with regulations applicable to the disposition of salvage; however, all documents relating to sales will be marked clearly to indicate sale of surplus property. Disposition of such property by the contracting officer will be made in accordance with these regulations and with regulations prescribed by the chief of the technical service concerned.

3. Sections 827.701-1 to 827.701-3, inclusive, are added as follows:

§ 827.701-1 *Standard for determination of substantially similar items.* (a) Determinations as to what are "substantially similar items" are not the responsibility of the salvage officer but of the agency directing the transfer to salvage. The standards to be applied in making such determinations are as follows:

(1) Property will not be subdivided or subjected to refined classifications for the purpose of avoiding reporting to disposal agencies.

(2) "Substantially similar items" are items which are used or are usable for the same immediate purpose. Items may be substantially similar although not interchangeable in use; and they may not be substantially similar although they have the same general use. Items may be substantially similar although they differ in size, weight, color, capacity, composition, quality, or design. Additional evidence of substantial similarity exists

if the items are commonly considered in ordinary business practice as being in the same class, or if the items are normally salable through the same channels, or if the trade names of the items are the same, or if the items are interchangeable in use. Examples: All shoes are substantially similar items. Raincoats are not substantially similar to shoes, for, while both are items of clothing and serve the same general purpose, they are not employed for the same immediate purpose. All AC motors under 1 hp. are substantially similar items. All AC motors over 1 hp. are substantially similar items (the same grouping would apply to DC motors). All fixed resistors are substantially similar. All variable resistors are substantially similar.

(b) The phrase "at any one time" used in paragraph (a) should be construed to mean the time at which the responsible officer has determined the items to be turned over to a salvage officer or reported to the disposal agency. Developments subsequent to the time of the decision need not influence a determination of nominal quantities.

(c) The phrase "at any one place" used in paragraph (a) should be construed to mean one installation, plant, factory, or location.

§ 827.701-2 *Assistance to be rendered by Service Commands.* When requested, the Commanding Generals of Service Commands should, to the extent considered practicable by them and within the limits of their existing facilities, assist the technical services in the disposition of nominal quantities and salvage originating at nearby industrial plants and installations under the jurisdiction of the technical services. Where convenient this assistance will include physical receipt of the nominal quantities and salvage.

§ 827.701-3 *Accountability.* Accountability for nominal quantities will terminate when the accountable officer is in possession of a copy of a property turn-in slip listing the property and which copy has been signed by the salvage officer. The property turn-in slip will describe the property in sufficient detail to furnish a commercial description. Records of surplus property will be maintained by salvage officers by items (Technical Service or Army Air Forces classification) and quantity, either by keeping jacket-files or by posting to detailed records.

4. Section 827.702 is amended to read as follows:

§ 827.702 *Reporting to disposal agency.* Surplus property other than that required to be disposed of under § 827.701 will be promptly reported to disposal agencies. Reports of surplus property shall fully set forth any legal restrictions upon the authority of the Government affecting its disposition, including any restrictions upon the disposal or use thereof arising from any patents or any contract relating thereto. Reports of surplus property shall designate any such property known to have been processed, produced or donated by the American Red Cross. The removal, in accordance with applicable directives regulations, technical orders or other in-

structions, of needed parts, components and appliances from items deemed surplus, and any mutilation thereof pursuant to § 825.502 of this chapter will be accomplished prior to the reporting thereof to the disposal agency, and thereafter only with the concurrence of the disposal agency. Reports will be made as follows:

5. Section 827.702-2 is amended to read as follows:

§ 827.702-2 *Aircraft and related property.* (a) Surplus aircraft, gliders and Link trainers which have been reported to Headquarters, Army Air Forces, in accordance with Army Air Force Regulation No. 65-86, dated June 14, 1944, or any amendments thereto, will be reported by Headquarters, Army Air Forces to Reconstruction Finance Corporation, Attention: Surplus Property Director, Washington 25, D. C.

(b) Surplus Aircraft Equipment, Components and Parts in supply (as distinguished from items of Government Furnished Equipment in Government Furnished Equipment warehouses and items included in termination inventories) included in the following classes listed in Army Air Forces T.O. No. 00-35A-1, and supplements thereto, will be reported to Reconstruction Finance Corporation, Surplus Property Division, Chamber of Commerce Building, Springfield, Ohio.

- | | |
|----------------------|-----------------------|
| 01-B. | 05-E. |
| 01-C. | 08-B—Only items |
| 01-D. | peculiar to aircraft. |
| 01-E. | 11-A. |
| 01-F. | 11-B. |
| 01-G. | 11-D. |
| 01-H. | 11-E. |
| 01-I. | 15. |
| 01-J. | 18. |
| 01-K. | 19-A—Only aircraft |
| 01-L. | towing gear, (ex- |
| 01-M. | cluding tractors), |
| 01-N. | special mainte- |
| 01-P. | nance dollies, |
| 01-Q. | stands, slings, |
| 01-R. | clamps and sup- |
| 01-S. | ports. Engine |
| 01-T. | transportation cr- |
| 01-U. | dles, chocks, and |
| 02-A. | wheel blocks. Hy- |
| 02-B. | draulic wings, nose |
| 02-C. | and axle and tail |
| 02-D. | jacks. Special air- |
| 02-E. | plane ladders. |
| 02-F. | Ground type air- |
| 02-G. | craft engine heat- |
| 02-H. | ers. Mooring kits. |
| 02-I. | 26—Only items orig- |
| 02-J. | inally in classes |
| 02-K. | which are report- |
| 02-L. | able to Reconstruc- |
| 02-M. | tion Finance Cor- |
| 02-N. | poration in accord- |
| 02-P. | ance with par. 7- |
| 02-Q. | 904. |
| 03-A. | 28-A, all except Link |
| 03-B. | trainers. |
| 03-C. | 28-B. |
| 03-D. | 28-C. |
| 03-E. | 30-A—Only instruc- |
| 03-G. | tional aids for |
| 03-H. | equipment as- |
| 03-I. | signed to Surplus |
| 03-J all except bat- | War Aircraft Di- |
| teries. | vision, RFC. |
| 04-A. | 30-B. |
| 04-B. | 30-C. |
| 04-D. | 30-D. |
| 05-C. | 30-E. |

(c) Surplus items listed hereunder, whether they are government furnished equipment in government furnished equipment warehouses or items included in termination inventories, will be reported to Reconstruction Finance Corporation, Surplus Property Division, Chamber of Commerce Building, Springfield, Ohio.

1. Engines.
2. Propellers.
3. Brakes.
4. Wheels.
5. Skis.
6. Floats.
7. Carburetors.
8. Struts.
9. Magnetos.
10. Pumps—(other than fuel and oil).
11. Valves—(other than AN, AC and NAF standard part numbers).
12. Flight instruments.
13. Engine instruments.
14. Automatic flight control equipment.
15. Instrument and navigation training equipment.
16. Aircraft towing gear.

(5) Except as otherwise provided above, surplus property in supply or in Government furnished equipment warehouses will be reported to the Regional Office of the Reconstruction Finance Corporation or Department of Commerce, for the region in which the property is located in accordance with the assignments set forth in § 829.904 of this chapter and surplus property included in termination inventories will be reported to the Regional Office of the Reconstruction Finance Corporation for the region in which the property is located.

6. Sections 827.702-4 and 827.702-5 are amended to read as follows:

§ 827.702-4 *Military property other than aircraft, food and ships.* Military property other than aircraft and related property, food, ships and maritime property will be reported to Reconstruction Finance Corporation or Department of Commerce, in accordance with the assignments set forth in § 829.904 of this chapter, except that housing of a portable, demountable or prefabricated nature (except house trailers) will be reported to the National Housing Agency, Washington 25, D. C. (Structures of a portable, demountable, or prefabricated nature, including quonset and similar huts, when declared surplus separate from any sites thereof, will be reported to Reconstruction Finance Corporation.) By far the greater part of such property will consist of items of the type assigned to Department of Commerce for disposal. Where it is considered impracticable to segregate items of military property assigned to Reconstruction Finance Corporation, they may be included in reports to Department of Commerce.

Reports will be made to the Regional Office of the appropriate disposal agency for the region in which the property is located. The addresses of the Regional Offices of the Reconstruction Finance Corporation and Department of Commerce, respectively, and the territories within their jurisdiction, are set forth in §§ 829.907 and 829.908 of this chapter.

Surplus military property under the jurisdiction of technical services of Army Service Forces (see ASF Manual M-416, November 17, 1944) which is in stock at depots and at installations below depot level will be reported by the depot. The station at which the property is located will be notified promptly of this action. Installations below depot level will furnish the appropriate depot with information necessary for the reporting of surplus property in stock below depot level. Surplus military property under the jurisdiction of commanding generals of Army Service Forces service commands see Section II, ASF Circular No. 407, 1944) will be reported by the service commander.

§ 827.702-5 *Non-military property—*
(a) *Part 1 property (Production and utility equipment) and Part 4 property (Controlled materials).* Part 1 property (other than industrial trucks, tractors, trailers and stackers) and Part 4 property will be reported to the Regional Office of Reconstruction Finance Corporation for the region in which the property is located. Industrial trucks, tractors, trailers and stackers will be reported to the Regional Office of Department of Commerce, for the region in which the property is located.

(b) *Part 2 property; construction equipment.* Surplus Part 2 property will be reported to the Regional Office of the Department of Commerce for the region in which the property is located.

(c) *Part 3 property.* Surplus Part 3 property other than aircraft and related property, food, ships and maritime property, and housing property will be reported to Reconstruction Finance Corporation or to the Department of Commerce in accordance with the assignments set forth in § 829.904 of this chapter. Reports will be transmitted to the Regional Office of the appropriate disposal agency for the region in which the property is located. The assignment of those items likely to be included in Part 3 are as follows:

Department of Commerce

Paper and paper products.
Cotton, wool and linen basic textiles, and fabricated textile products.
Basic metal products as follows:
Barbed and twisted wire.
Woven wire and chain link fencing and fence posts.
Insect screening.
Wire springs.
Wire hoops.
Chain and attachments.
Nails, tacks and staples.
Bolts, nuts, screws, rivets, washers, turn-buckles, eyelets and grommets.
Strapping.
Builders basic hardware and casket, furniture, and trunk and luggage hardware.
Glass, pottery and ceramic basic materials and products.
Rubber fabricated materials and products.
Containers, closures and packing materials.
Agricultural machinery and implements.
Motor vehicles, engines, parts, components, assemblies and accessories.
Plumbing and heating materials and equipment.
Commercial and household electric appliances, lamps and dry cell and storage batteries.

Commercial and domestic air-conditioning and refrigerating equipment.
Hand tools and mechanics measuring tools, Office machines, typewriters, cash registers, calculating and computing scales.
Furniture and fixtures.
Professional and scientific instruments and apparatus.
Apparel and footwear.

Reconstruction Finance Corporation

Leather, and boot and shoe cut stock and findings.
Lumber, veneer, plywood and millwork.
Petroleum and petroleum products.
Chemicals.
Paints, varnishes, lacquers, japans, thinners, pigments, driers, fillers and related products.
Ferro and nonferrous additive alloys.
Nonferrous metals (except aluminum, copper and copper-base alloy).
Fabricated structural iron and steel and architectural metalwork.
Storage tanks.
Insulated wire and cable.
Basic non-metallic structural products.
Abrasives.
Asbestos basic products.
Graphite and carbon basic products.
Refractories.
Mechanical power-transmission equipment and bearings.
Electric motors, fractional horsepower.
Electrical building supplies.
Communication equipment.
Railroad transportation equipment.
Indicating, recording and controlling instruments.

7. Sections 827.703 and 827.704 are amended to read as follows:

§ 827.703 *Report forms.* All reports of surplus property to disposal agencies will be made on Form SPB-1, titled, "Declaration of Surplus Personal Property to Disposal Agency". Copies of this form, together with instructions for its preparation, are set forth in § 829.905 of this chapter. This form is available in Adjutant General Depots. Existing stocks of Forms SWPA-1 and SWPA-1 (A) may be used, in lieu of Form SPB-1, until May 31, 1945.

§ 827.704 *Transmittal of reports.* Reports of surplus property made to disposal agencies on Form SPB-1 will be filed in triplicate at the office of the appropriate disposal agency. An information copy of each report covering machine tools or production equipment (as defined in § 826.610 of this chapter,) regardless of cost, and of each report covering other types of property where the total cost of the property included in the report is \$25,000 or more, will be transmitted at the time of declaration to the Director, Readjustment Division, Headquarters, Army Service Forces. The information copy to the Readjustment Division need not be accompanied by a letter of transmittal. Where the total cost of the property included in a report is \$25,000 or more, an additional copy of the report will be sent to Readjustment Division, attached to the report required by § 829.910 of this chapter.

8. The last sentence of § 827.705 is amended to read as follows:

§ 827.705 *Action after reporting.* The disposal agency will send

one copy of the disposition instructions to the custodian, and one copy to the reporting agency shown on the declaration.

9. Section 827.706 is amended to read as follows:

§ 827.706 *Withdrawals, and adjustments in prior reports.* (a) Property which has been reported to a disposal agency may be withdrawn for further use by the technical service of origin or for transfer to another component of the War Department or to another Government agency to which transfer without reimbursement is permitted under § 823.-312 of this chapter, with the consent of the disposal agency to which the property was reported. Transfer between Government agencies of property already reported to a disposal agency as surplus may be accomplished without reimbursement or transfer of funds under the circumstances outlined in Special Order 6 of the Surplus Property Board, dated May 1, 1945.

(b) Withdrawal of property under this paragraph will be effected by transmitting to the disposal agency Form SPB-1.1 titled, "Adjustment of Prior Declaration of Surplus Personal Property". This form will also be used in reporting any modifications or adjustments in prior declarations. Form SPB-1.1 will be prepared and transmitted in the same manner as Form SPB-1. If a withdrawal covers all the items included in a previous declaration, the phrase "All items to be withdrawn" may be inserted in Column (b) instead of listing the items.

(c) Any approved withdrawals, corrections, adjustments or modifications involving a change in total cost of \$25,000 or more, will be reported to Readjustment Division, Headquarters, Army Service Forces, by attaching a copy of Form SPB-1.1 to the report required by § 829.-910 of this chapter.

10. The first sentence of § 827.708 is amended to read as follows:

§ 827.708 *Shipment after disposal.* When property has been disposed of by a disposal agency, or when the disposal agency takes custody of the property prior to disposal, the disposal agency will issue appropriate shipping instructions, sending one copy to the custodian and one copy to the reporting agency indicated in § 827.705.

PART 829—APPENDIX

1. In § 829.902, "4th Floor, Cooper Building, 17th and Curtis Streets" is deleted from the office "Commanding General, Rocky Mountain Arsenal" under the heading "Office of the Chief of Chemical Warfare Service"; the offices under the heading "Office of the Chief of Transportation" are amended to read as follows: the number of copies for the office "Chief of Disposal Section, Supply Division" under the heading "Army Air Forces" is changed from 11 to 20, and a new office is added under the heading "Navy Department" as follows:

§ 829.902 *Offices to receive Part 1 and 3 circularization lists.*

Office of the Chief of Transportation

	Number of copies
Redistribution and Salvage Officer, Office of the Chief of Transportation, Washington 25, D. C.	1
Property Disposal Officer, Procurement Division, OCT, Cincinnati 2, Ohio	2
Transportation Corps Supply Officer, Marietta Transportation Corps Depot, Marietta, Pa.	1
Transportation Corps Supply Officer, Montgomery Transportation Corps Depot, Montgomery, Ala.	1
Transportation Corps Supply Officer, Voorheesville Transportation Corps Depot, Voorheesville, N. Y.	1
Chief, Chicago Procurement Office, TC 201, N. Wells St., Chicago 6, Ill.	1
Chief, New Orleans Procurement Office, TC, P. O. Box 1510, New Orleans 5, La.	1
Chief, New York Procurement Office, TC, 25 Broad St., New York 4, N. Y.	1
Chief, San Francisco Procurement Office, TC, 461 Market St., San Francisco 6, Calif.	1
Commanding General, Boston Port of Embarkation, Boston 10, Mass.	1
Commanding General, Charleston Port of Embarkation, Charleston, S. C.	1
Commanding General, Hampton Roads port of Embarkation, Newport News, Va.	1
Commanding Officer, Los Angeles Port of Embarkation, Wilmington, Calif.	1
Commanding General, New Orleans Port of Embarkation, New Orleans 12, La.	1
Commanding General, New York Port of Embarkation, Brooklyn 9, N. Y.	1
Commanding General, San Francisco Port of Embarkation, Fort Mason, Calif.	1
Commanding General, Seattle Port of Embarkation, Seattle 4, Wash.	1

Navy Department

Officer-in-Charge, P. O. Box "NN"—Chicago 90, Illinois, Attn: Surplus Materials Section	2
---	---

2. Sections 829.904 to 829.905-3, inclusive, are amended to read as follows:

§ 829.904 *Assignment of property to disposal agencies.* Assignment of property to Disposal Agencies is set forth in this section as published in Surplus Property Board Regulation No. 1, Order 1, under the following prefatory notes:

ASSIGNMENT OF SURPLUS PROPERTY

Under its Regulation No. 1, the Surplus Property Board hereby assigns to the Government disposal agencies named below such items or types of surplus property located in the continental United States as are listed under the name of each agency. The items or types of surplus property listed below under the name of each disposal agency are included within the class of surplus property assigned to each agency for disposal in Regulation No. 1. The code numbers used herein are those of the Standard Commodity Classification (U. S. Government Printing Office) to Volume I of which reference must be made for a complete list of the items or types of surplus property assigned by means of the code number.

PART 1—CRUDE MATERIALS

R. F. C.	Department of Commerce	War Food Administration
03 Crude animal products inedible, except fibers.	01 Live animals, other than food animals.	01 Live animals, except nonfood animals. 02 Crude, animal products, edible.
05-5 Crude rubber and allied gums. 05-628 Lac. 05-7 Crude medicinal herbs, roots, barks, and other plant parts, except U. S. F., N. F., and similar grades. 05-93 Crude cork. 05-94 Looia sponges. 06 Fibers, vegetable and animal, manufactured (except domestically produced wool and mohair).		04 Crude vegetable products, edible. 05 Crude vegetable products, inedible, except fibers (except as indicated). 05-1 Cotton. 05-22 Flax (only domestic production). 05-23 Hemp (cannabis sativa). 05-5 Wool and related specialty hair (domestically produced wool and mohair only).
07 Coal, crude petroleum, and related crude hydrocarbons. 08 Metallic ores, tailings, concentrates and their unrefined metallic products. 09 Crude non-metallic minerals, except coal and petroleum.		

PART 2—BASIC MATERIAL AND PRODUCTS

11 Leather. 12 Bat and shoe cut stock and shoe findings. 13 Wood basic materials, except pulp-wood (except as indicated). 14-1 Pulpwood. 14-2 Paper-based stocks except pulp. 14-3 Wood pulp. 14-4 Other pulp. 14-6 Building paper. 14-8 Building board. 15-2 Jute basic textiles. 15-66 Curled hair (similar to 06-7). 15-71 Silk semimanufactures. 15-72 Silk yarn. 15-81 Rayon, nylon, etc., semimanufactures. 15-82 Rayon nylon, etc. yarn. 15-912 Jute cordage except sizes less than one-quarter inch cross-sectional diameter. 15-913 Soft fiber cordage except sizes less than one-quarter inch cross-sectional diameter. 15-914 Hard fiber cordage and twine (all). 16-52 Industrial molasses.	13-92 Rattan, willow and bamboo stock. 13-97 Handles. 14 Pulp, paper and paper board (except as indicated). 14-21 Waste paper (located in Washington, D. C.). 15 Textile basic manufactures (except as indicated).	16 Food and beverage basic materials (except as indicated). 17 Oils, fats, waxes and derivatives, animal and vegetable (except as indicated).
17-6 Floral absolutes, concretes and mixtures of essential and floral oils. 17-7 Waxes, animal and vegetable. 18 Petroleum and coal products except raw materials for chemical industries.	17-5 Essential oils (packaged for veterinary or medicinal use only).	

PART 3—END PRODUCTS

19 Chemicals.		19-371 Rosins. 19-272 Turpentine. 19-274 Pine oil. 19-275 Pine pitch. 19-276 Pine tar.
21 Iron, and iron and steel scrap (except as indicated). 22 Steel (except as indicated).	21-632 Cast iron soil pipe. 21-6412 Soil pipe fittings. 22-52 Barbed and twisted wire.	

PART 3—END PRODUCTS—Continued

R. F. C.	Department of Commerce	Maritime Commission
23 Ferro and nonferrous additive alloys. 24 Nonferrous metals (except as indicated). 25 Fabricated metal basic products (except as indicated).	24-82 Gold and gold-base alloy basic shapes and forms. 25-42 Truck tanks. 25-81 Builders' basic hardware. 25-84 Motor vehicle hardware. 25-86 Castet hardware. 25-87 Furniture hardware. 25-88 Trunk and luggage hardware. 25-89 Miscellaneous basic hardware. 25-91 Automotive vehicle bodies. 25-94 Combat vehicle bodies. 25-75 Insect screening. 25-76 Woven wire fencing. 25-77 Wire nails, tacks and staples. 25-78 Wire springs. 25-7901 Wire chain. 25-7903 Chain link fencing. 25-7906 Wire hoops. 25-91 Chain and attachments. 25-94 Bolts, nuts, screws, rivets, etc. 25-98 Cut nails, tacks and spikes. 25-99 Miscellaneous fabricated products. 26-3 Glass basic products. 27-1 Glass basic products (except 3 items): 27-1431 Railroad signal lenses. 27-152 Radio tubes (glass only). 27-16 Insulators. 27-32 Asbestos and asbestos metallic packing and gaskets. 27-33 Asbestos woven or moulded friction material. 27-376 Asbestos paper pipe covering insulation. 27-381 Pipe covering insulation. 27-62 Pottery. 27-63 Pottery supplies. 27-64 Ceramic products. 28-1 Rubber fabricated materials (except item 29-12 reclaimed rubber). 29-2 Plastic fabricated materials to be used as components of end products (except items 29-22 plastic electrical fittings). 29-23 Plastic construction and maintenance products, less 29-2302 floor and window screening; and 29-24 plastic glass). 29-8 Imitation gem and ornamental stones. 29-91 Button blanks, moulds, and other parts. 29-92 Beads, bugles, and sponges. 29-93 Catgut and wormgut. 31-21112 Compressed air, portable skid or wheel mounted, two stage, powered by gas turbine or diesel motors, capacities 50 to 500 bhp feet. 31-222-31-225 Pumps, portable, centrifugal plunger diaphragm or sump, powered by gasoline, diesel or electric motors, ordinarily used for contractors' purposes or by contractors. 31-226 Hand pumps. 31-31 Grubbers' law, roll and crushing plants portable type, (except 31 3150—stamp mills and 31 3160—pick-type breakers). 31-36 Screening plants, portable type. 31-36 Screens rotary, vibrator and gravity type. 31-463-31-493 Conveyors, construction material, portable type; and portable plants. 31-570 Derrieks. 31-582 Winches (except fixed shipboard exclusive marine winches). 31-6 Industrial trucks, tractors, trailers, stackers and accessories. 31-67 Lubrication equipment—to the extent the items are for use in connection with motor vehicles.	25-31 Power boilers marine. 25-53 Marine basic hardware (rigging hardware and chain attachments). 31-582 Fixed shipboard or exclusive marine winches. 31-583 Anchor windlasses. 31-584 Capstans.

PART 3—END PRODUCTS—Continued

PART 3—END PRODUCTS—Continued

R. F. C.	Department of Commerce	Maritime Commission
32 Electrical machinery and apparatus (except as indicated).	32-412 Battery charging generators (except aircraft). 32-432 Starter motors except aircraft. 32-45 Motor ignition equipment (except aircraft). 32-51 Fuses. 32-53 Lamp sockets. 32-7 Lamps (except 32-73 aviation service lamps). 32-8 Electric appliances, household and commercial. 32-91 Dry cell batteries. 32-92 Storage batteries. 33-122 Peeling and paring machines. 33-124 Pitters, seeders and steamers. 33-127 Juice extractors. 33-1313 Milk extractors. 33-1323 Butter cutters. 33-133 Ice cream manufacturing machinery and equipment. 33-193 Food products machinery of general purpose. 33-54 Tire repairing machinery and equipment. 33-733 Bakery ovens. 33-995 Automobile service station equipment.	
33 Special industry machinery.		
34 Metal working machinery.	35 Agricultural machinery and implements. 36 Construction, mining, excavating and related machinery (except as indicated). 37 Tractors. 38 Office machines. 39-11 Home type laundry equipment. 39-20 Home sewing machines. 39-3 Dishwashing and computing scales. 39-43 Calculating and computing scales. 39-44 Coin operated scales. 39-45 Spring scales, household. 39-50 Cash registers. 39-60 Coin operated machines. 39-91 Lawnmowers. 41-1 Radio broadcast receivers. 42-8 Flight equipment for personnel.	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
41 Communications equipment and electronic devices (except as indicated).	42-8 Flight equipment for personnel.	
42 Aircraft (except as indicated).		
44 Railroad transportation equipment.	45 Motor vehicles. 49 Miscellaneous transportation equipment. 51 Plumbing and heating equipment. 52 Air conditioning and refrigeration equipment (except as indicated). 53 Lighting fixtures (except as indicated).	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
52-92 Industrial refrigeration units.	52-12 Central station air conditioning systems. 53-33 Railroad signal fixtures. 53-7 Airport, airway and seadrome lighting. 53-81 Train lighting fixtures. 53-86 Aircraft lighting fixtures. 55-12 Aerial cameras. 55-13 Gun cameras. 55-15 Camera parts (aerial only). 55-313 Aerial camera lenses. 55-8 Motion pictures (instructional aids for equipment assigned to R.F.C.).	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
53-81 Train lighting fixtures.	53-86 Aircraft lighting fixtures.	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
55-12 Aerial cameras.	55-13 Gun cameras.	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
55-15 Camera parts (aerial only).	55-313 Aerial camera lenses.	43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).
55-8 Motion pictures (instructional aids for equipment assigned to R.F.C.).		43 Ships, small water craft and marine propulsion machinery (except items 43-21 battleships, 43-22 cruisers, 43-23 aircraft carriers, 43-24 destroyers and 43-25 submarines).

PART 3—END PRODUCTS—Continued

PART 3—END PRODUCTS—Continued

R. F. C.	Department of Commerce	Maritime Commission
57 Indicating, recording and controlling instruments, watches and clocks (except as indicated).	57-112 Glass stemmed laboratory thermometers. 57-113 Glass stemmed clinical thermometers. 57-114 Household and commercial thermometers. 57-119 Thermometers not elsewhere classified. 57-14 Heating and ventilating controls and accessories. 57-33 Barometers (domestic household types). 57-34 Refrigeration controls. 57-56 Taximeters and parking meters. 57-66 Compasses and binnacle (except fixed shipboard types and aircraft types). 58 Professional and scientific instruments and apparatus. 59 Miscellaneous equipment (except as indicated). 59-15 Hazard measuring devices. 59-18 Machine guards. 59-20 Water purification equipment except 59-241, hose water softeners. 59-3 Sewage disposal equipment. 59-55 Sprinkler system components. 59-77 Railroad signal controls. 59-78 Industrial process supervisory systems.	57-45 Compasses and accessories (fixed shipboard types). 57-66 Azimuths, sextants and octants. 57-691 Taff Rail Logs. 59-16 Water safety equipment.
57-112 Glass stemmed laboratory thermometers.		
57-113 Glass stemmed clinical thermometers.		
57-114 Household and commercial thermometers.		
57-119 Thermometers not elsewhere classified.		
57-14 Heating and ventilating controls and accessories.		
57-33 Barometers (domestic household types).		
57-34 Refrigeration controls.		
57-56 Taximeters and parking meters.		
57-66 Compasses and binnacle (except fixed shipboard types and aircraft types).		
58 Professional and scientific instruments and apparatus.		
59 Miscellaneous equipment (except as indicated).		
59-15 Hazard measuring devices.		
59-18 Machine guards.		
59-20 Water purification equipment except 59-241, hose water softeners.		
59-3 Sewage disposal equipment.		
59-55 Sprinkler system components.		
59-77 Railroad signal controls.		
59-78 Industrial process supervisory systems.		
65 Drugs and medicines (except as indicated).		
66 Toiletries, cosmetics, soap, and household chemical preparations.		
67 Apparel, except footwear.		
68 Footwear.		
69 Fabricated textile products except apparel.		
71 End products of leather except apparel, footwear and luggage.		
72 Converted paper products and pulp goods.		
73 Products of printing and publishing industries (except as indicated).		
74 Rubber and products.		
75 End products of metal industries (except as indicated).		
76 Finished wood products, except furniture and rail work (except as indicated).		
77 End products of glass, clay and stone.		
79 Miscellaneous end products of manufacturing industries (except as indicated).		
81 Small arms and components.		
83 Small arms ammunition and specially adapted components.		
85 Artillery, Naval Guns, Mortars and Components.		
86 Aerial Bombs and specifically Adapted Components.		
87 Miscellaneous Ammunition and Related Products.		
88 Common Components of Ammunition.		
89 Fire Control Equipment.		

Such components and accessories within these groups as have civilian utility are assigned to the appropriate disposal agencies handling the classes of property within which such components and accessories fall.

Such components and accessories within these groups as have civilian utility are assigned to the appropriate disposal agencies handling the classes of property within which such components and accessories fall.

The assignments made to each disposal agency in the manner detailed above, through the use of the Standard Commodity Classification code numbers, are intended to be in aid of and supplementary to the assignment of the general classes of property made in § 8301.3 of Regulation No. 1 of the Surplus Property Board. If, therefore, items fall within a general class of property assigned by Regulation No. 1 but the items are not listed in the Standard Commodity Classification, they are assigned to the disposal agency to which the general class of property is assigned. Similarly, where Order No. 1 assigns an item

of property to one disposal agency (for example, winches) and the Standard Commodity Classification does not disclose that certain types of that same item are within the general class of property assigned to another disposal agency (for example, marine winches) such types shall be disposed of by the latter disposal agency.

§ 829.905 *Surplus Property Board report forms.*

§ 829.905-1 *Form SPB-1 "Declaration of Surplus Property to Disposal Agencies."* Form SPB-1 is printed on white paper as follows:

NOTE: Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

Form SPB-1
(3-27-45)

United States of America
Surplus Property Board

DECLARATION OF SURPLUS PERSONAL PROPERTY TO DISPOSAL AGENCY
(In the continental United States, its Territories and possessions)

IMPORTANT—Instructions for completing this form appear on reverse side.

1. To: Name and address of disposal agency

2. From: Name and address of reporting agency

3. Custodian: Name and address

4. Location of property

5. Proceeds—If proceeds are "reimbursable," give symbol and title of appropriation or Government corporation

6. Authorized by—

By (Name and title of authorized reporting official (please type))

Item No.	Description	Standard commodity classification	Condition	Unit	Number of units	Unit cost	Total cost
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

§ 829.905-2 *Form SPB-1.1 "Adjustment of Prior Declaration of Surplus Property."* Form SPB-1.1 is printed on yellow paper as follows:

NOTE: Forms printed in the FEDERAL REGISTER are for information only and do not follow the exact format prescribed by the issuing agency.

Form SPB-1.1
(3-27-45)

United States of America
Surplus Property Board

ADJUSTMENT OF PRIOR DECLARATION OF SURPLUS PERSONAL PROPERTY
(In the continental United States, its Territories and possessions)

IMPORTANT—Instructions for completing this form appear on reverse side.

1. To: Name and address of disposal agency

2. From: Name and address of reporting agency

3. Custodian: Name and address

4. Location of property

5. Proceeds—If proceeds are "reimbursable," give symbol and title of appropriation or Government corporation

6. Authorized by

By (Name and title of authorized reporting official (please type))

By (Signature of authorized official)

Item No.	Description	Standard commodity classification	Condition	Unit	Number of units	Unit cost	Total cost
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)

§ 829.905-3 *Instructions for Preparation of Forms SPB-1 and SPB-1.1.* Instructions covering preparation of Forms SPB-1 and SPB-1.1, as published in Regulation 1, Order 3, of the Surplus Property Board, are printed on the reverse of each of said forms, as follows:

GENERAL INSTRUCTIONS

Forms SPB-1 and SPB-1.1 will be used by all owning agencies for reporting surplus personal property, located in the continental United States, its territories and possessions, to the appropriate disposal agency, as designated by the Surplus Property Board in Regu-

lation No. 1. Detail lists of types of personal property included in the assignments to disposal agencies are contained in Order No. 1, under the above regulation. Form SPB-1 and SPB-1.1 will be filed in triplicate by the owning agency at the disposal agency office specified in the above regulation. The addresses of the disposal agency offices, and the areas served by each, are listed in Order No. 2, under the above regulation.

Form SPB-1 will be used by the owning agency as the original declaration of surplus personal property, whereas Form SPB-1.1 will be used for reporting adjustments, including withdrawals, of prior declarations of surplus personal property. (Form SPB-2

will be used by the Washington office of the owning agencies in reporting declarations to the Surplus Property Board.)

Form SPB-1 may carry the listing of personal property declared surplus, or it may be used as a cover transmittal sheet for either mechanical accounting lists or contract termination inventory schedules. If a machine tabulated form is used for listing the items of property, the columnar arrangement shall conform with Form SPB-1, and the forms shall be 11" x 14" in size. If contract termination inventory schedules are submitted as the listing of items, the sheets shall meet all the columnar requirements of Form SPB-1, except that column (c) for Standard Commodity Classification need not be provided, nor column (d) for condition when using OCS-2c (Work in Process).

These forms may be reproduced by the owning agency provided that the size and format are identical with the format prescribed by the Board, or meet the requirements specified above with respect to machine tabulated listings and inventory schedules. These forms may be reproduced by the owning agency in fan fold and carry the name of the owning agency imprinted on the form. The complete instructions will be printed on the back of the forms.

The items of property listed on any one declaration (SPB-1) shall be confined to property at a single location, to be reported to one disposal agency and classified in a single major group (2 digits) of the Standard Commodity Classification (Government Printing Office). Where an item of property consists of an assembly of component parts in a unit, the unit should be reported to the appropriate disposal agency handling that unit, rather than disassembling and reporting component parts to the disposal agencies handling those parts.

If any legal restrictions exist (including patent restrictions) as to the power of owning agencies to dispose of property reported to a disposal agency as surplus, the report shall include a statement clearly indicating such restrictions.

Continuation Sheets

If additional sheets are necessary for the listing of surplus items, continuation sheets in the form prescribed by the Board will be used.

Acknowledgment of Receipt.

The receipt of each Form SPB-1 and SPB-1.1 by the disposal agency will be acknowledged to the reporting office; e. g., by a post card notice stating the reporting agency number, date of report, and the disposal agency's number. The post card notice will constitute approval of requests for permission to withdraw property submitted on Form SPB-1.1, unless the notice specifically states otherwise.

INSTRUCTIONS FOR FORM SPB-1

Block:

1. State name and complete address of the office of the disposal agency (given in Order No. 2, SPB Reg. No. 1) to which the surplus property is being reported.
2. State the name and complete address of the office transmitting the declaration to the disposal agency. Show department, bureau, office, or other similar subdivision involved. The disposal agency will send one copy of the shipping instructions to the custodian and one copy to the reporting agency shown on the declaration.
3. State the name and complete address of custodian of the property being declared surplus.
4. State the warehouse number and complete address of the site at which the property is located.
5. If the net proceeds from the sale or transfer of such surplus property are reimbursable, pursuant to Section 30 (b) of the

Surplus Property Act of 1944, give the symbol and title of the appropriation to be credited, or the name and address of the Government corporation to receive the proceeds; for example—"14 x 6000 Reclamation Fund, Special Fund," or "Defense Plant Corporation, Washington 25, D. C." Note: A single report on SPB-1 should cover surplus items for which the net proceeds are reimbursable or nonreimbursable—but never both classes of items.

6. On left side of block type in name and title of authorized reporting official, who will enter his signature at right (original only).

7. Enter the code number of the single major group (two digits) of the Standard Commodity Classification in which the items listed on the report are classified.

8. Enter date on which the form is signed by the authorized reporting official.

9. Enter the serial number assigned by the reporting agency to identify each declaration.

10. Enter the sum of all amounts in column (h), Total Cost, of all pages of the declaration and supporting lists.

Column:

(a) Enter consecutive numbers starting with "1" on each page for each property item listed, leaving a blank line space across all columns between successive property items for use of the disposal agency. The numbering need not be consecutive for termination inventory schedules which are transmitted by Form SPB-1; the first item on each inventory sheet will be numbered "1."

(b) The reporting agency shall describe the property in sufficient detail to furnish the disposal agency with an adequate basis for disposal. The minimum standards of description prescribed by the Handbook of Standards for Describing Surplus Property shall be used as a guide for all such descriptions. In accordance with the instructions in the Handbook, each item should be described in commercial terms in sufficient detail to permit transfer or sale by the disposal agency without calling on the owning agency for additional description. Stock numbers and prefixes, manufacturer's part number, and standard catalogue reference numbers should be supplied. The condition of the most important components of an item should be noted. Specify the type of container or package and the quantities in each. Lengthy descriptions should be written across columns (b)-(h) inclusive but entries in all columns must be clearly identifiable with the particular item number.

(c) If it is practicable for the reporting agency to do so, enter the detailed classification numbers for each item according to the Standard Commodity Classification (Government Printing Office). Otherwise, the detailed code numbers will be entered by the disposal agencies.

(d) Indicate condition of property by the following combination letter-number code:

Means	Means
N-New	1. Excellent.
E-Used—reconditioned	2. Good.
O-Used—usable without repairs	3. Fair.
R-Used—repairs required	4. Poor.

X—Items of no further value for use as originally intended but of possible value other than as scrap.

Do not use any code when declaring scrap. In stating the condition of consumer goods (excluding food), use only the letter code. For capital and producer goods, a letter-number-combination must be used, except in the case of code X. For example: N4 means new but in poor condition.

Where the condition code does not provide an accurate description of the property's condition, leave this column blank and in appropriate language describe the condition of the property in column (b).

(e) Indicate unit of measure for the container, package, or other applicable cus-

tomary sales unit, such as each, pounds, tons, dozen, gross, thousands, etc. (See Handbook of Standards for Describing Surplus Property.) Distinguish between long, short, and metric tons. Standard, clearly understandable abbreviations may be used.

(f) Specify the quantities of each item reported surplus in terms of the "Unit" used in "e."

(g) Insert the recorded procurement cost or, in its absence, the estimated original cost (in dollars or cents) excluding transportation or handling charges incurred after original purchase. Estimated unit costs will be indicated by the prefix (E). For machine tools, other metalworking machinery, and production equipment enter unit costs f. o. b. manufacturer or vendor to owning agencies; designate with the prefix "U" if the item was purchased as used instead of new equipment.

(h) Compute total cost, that is "Number of Units" multiplied by "Unit Cost" equals "Total Cost."

Contractor Inventory. If the property being declared surplus is termination inventory, state so by means of a stamp or otherwise in Block 7 provided for the standard commodity classification. All declarations of surplus termination inventory may be filed with the Reconstruction Finance Corporation at the regional office in which the property is located.

INSTRUCTIONS FOR FORM SPB-1.1

Form SPB-1.1 will be used by the owning agency in reporting any adjustments in prior declarations, including requests for permission to withdraw property, or otherwise modifying the information reported previously on Form SPB-1.

In submitting Form SPB-1.1, specify in Block 11 the date and reporting agency number appearing on the original SPB-1 declaration.

Fill in all numbered blocks correctly, underlining any correction that is being made. To identify the individual item being adjusted, insert in column (a) the page and item number appearing on the original declaration. Show the amount of the change, if reporting a withdrawal or addition of the number of units, column (f), or of the total cost, column (h). Specify as "withdrawal" or "addition" below entry.

If additions and withdrawals are reported on the same adjustment sheet, show the sum of the debits and credits separately in Block 10, Total Cost, preceded by (DR) or (CR).

If a withdrawal covers all the items included in a previous declaration the phrase "All items to be withdrawn" may be inserted in column (b) instead of listing the items. All the information in the blocks must be provided.

The disposal agency will use Form SPB-1.1 in notifying the owning agency of any adjustments that appear necessary after verification of the declaration and inspection of the property. Two copies of the form used for this purpose will be sent to the reporting office of the owning agency. A brief explanation of the adjustment will be included on the form.

3. In § 829.907 the reference to the Alaska office is revoked.

4. Section 829.908 is amended to read as follows:

§ 829.908 *Regional Offices of Department of Commerce.*

Region I: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont: Office of Surplus Property, Department of Commerce, Park Square Building, Boston 16, Mass.

Region II: New Jersey and New York: Office of Surplus Property, Department of Commerce, 350 Fifth Avenue—62d Floor, New York 1, N. Y.

Region III: District of Columbia, Delaware, Maryland, Pennsylvania and Virginia: Office of Surplus Property, Department of Commerce, 499 Pennsylvania Avenue NW, Washington 25, D. C.

Region IV: Indiana, Kentucky, Ohio, and West Virginia: Office of Surplus Property, Department of Commerce, 704 Race Street, Cincinnati 2, Ohio.

Region V: Illinois, Michigan, Minnesota, North Dakota, South Dakota, and Wisconsin: Office of Surplus Property, Department of Commerce, 209 South LaSalle Street, Chicago 4, Ill.

Region VI: Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee: Office of Surplus Property, Department of Commerce, Belle Isle Building, 105 Pryor Street NE, Atlanta 3, Ga.

Region VII: Arkansas, Louisiana, Oklahoma and Texas: Office of Surplus Property, Department of Commerce, 609 Neil P. Anderson Building, Fort Worth 2, Tex.

Region VIII: Iowa, Kansas, Missouri, and Nebraska: Office of Surplus Property, Department of Commerce, 2605 Walnut Street, Kansas City 8, Mo.

Region IX: Colorado, New Mexico, Utah, and Wyoming: Office of Surplus Property, Department of Commerce, 1030 15th Street, 7th Floor, Denver 2, Colo.

Region X: Arizona, California, and Nevada: Office of Surplus Property, Department of Commerce, 30 Van Ness Ave., San Francisco 2, Calif.

Region XI: Idaho, Oregon, Montana, and Washington: Office of Surplus Property, Department of Commerce, 2005 Fifth Avenue, Seattle 1, Wash.

5. Section 829.910-1 is amended by changing paragraphs (a) through (f) under the heading "Disposal agencies summary" to read as follows:

§ 829.910-1 *Instructions as to monthly report of redistribution and disposal of excess and surplus serviceable property.* * * *

III-17 through 22. *Disposal agencies summary.*

(a) Enter in Column (a) the cost of surplus property reported to disposal agencies in previous months but not shipped to them or on their order at the first of the reporting month. This figure must agree with the corresponding entry in Column (e) of the preceding month's report.

(b) Enter in Column (b) the cost of surplus property reported to disposal agencies during the month on declaration Form SPB-1. A copy of each declaration where the total cost of the property included in the declaration exceeds \$25,000 will be attached to the report.

(c) Enter in Column (c) the cost of approved withdrawals from disposal agencies during the month, when withdrawal takes place prior to shipment to or on order of the disposal agencies, and of adjustments of prior declarations. A copy of each Form SPB-1.1 (Adjustment of Prior Declaration of Surplus Personal Property) where the cost of the adjustment or withdrawal is \$25,000 or more will be attached to the report.

(d) Enter in Column (d) the cost of surplus property transferred to or on the order of disposal agencies during the month.

(e) Enter in Column (e) the cost of surplus property declared to disposal agencies but not transferred to them or on their order at the end of the month. Column (e) represents the cost of all property reported to disposal agencies for which shipping instructions have not yet been received and must equal Columns (a) plus (b) minus (c) minus (d). Failure to effect this balance, due to errors on previous reports, will be adjusted in Column (c) and explained in the space provided for remarks or on an attached sheet.

(f) If accountability is transferred to another service after it has been included in Column (b), such transfers will be treated as a withdrawal in Column (c) in the month in which the transfer is made. The service picking up accountability will also record the addition in Column (b). The amounts of such transfers-out and transfers-in will be noted in the space provided for remarks by both the transferring and receiving service.

[SEAL]

ROBERT H. DUNLOP,
Brigadier General,
Acting The Adjutant General.

[F. R. Doc. 45-9182; Filed, May 29, 1945;
9:31 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 5267]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

THE HALFHILL CO., ET AL.

§ 3.45 (e) *Discriminating in price—Indirect discrimination—Brokerage payments.* In connection with the sale and distribution of food products or other commodities, in commerce, paying or granting anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, to any purchaser upon purchases for his own account, or to any agent, representative, or other intermediary acting in fact for or in behalf of or subject to the direct or indirect control of the purchaser to whom sale is made: prohibited. (Sec. 2 (c), 49 Stat. 1527; 15 U.S.C., sec. 13 (c)) [Cease and desist order, The Halfhill Company, et al., Docket 5267, May 12, 1945]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 12th day of May, A. D. 1945.

In the Matter of Charles P. Halfhill, Theodore A. Halfhill, Harry J. Halfhill, and Harry J. Halfhill, Jr., Partners Doing Business as The Halfhill Company and as Ocean Food Products Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondents, which answer admits all material allegations of the complaint to be true and waives all other intervening procedure and further hearings as to said facts; and the Commission having made its findings as to the facts and conclusion that respondents Charles P. Halfhill, Theodore A. Halfhill, Harry J. Halfhill, and Harry J. Halfhill, Jr., partners doing business as The Halfhill Company and as Ocean Food Products Company, have violated the provisions of subsection (c) of section 2 of an act of Congress entitled "An Act to supplement existing laws against unlawful restraints and monopolies, and for other purposes," approved October 15, 1914 (the Clayton Act), as amended by an act of Congress approved June 19, 1936 (the Robinson-Patman Act) (U. S. C. Title 15, Sec. 13);

It is ordered, That the respondents Charles P. Halfhill, Theodore A. Halfhill, Harry J. Halfhill and Harry J. Halfhill,

Jr., partners doing business as The Halfhill Company and as Ocean Food Products Company, their respective officers, representatives, agent and employees, directly or through any corporate or other device, in connection with the sale and distribution of food products or other commodities, in commerce as "commerce" is defined in the aforesaid Clayton Act, do forthwith cease and desist from:

Paying or granting anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, to any purchaser upon purchases for his own account, or to any agent, representative, or other intermediary acting in fact for or in behalf of or subject to the direct or indirect control of the purchaser to whom sale is made.

It is further ordered, That respondents shall, within sixty (60) days after the service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with the order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-10316; Filed, June 13, 1945;
11:06 a. m.]

TITLE 17—COMMODITY AND

SECURITIES EXCHANGES

Chapter II—Securities and Exchange Commission

PART 240—RULES AND REGULATIONS, SECURITIES EXCHANGE ACT OF 1934

REQUIREMENTS FOR COVERING PURCHASES

The Securities and Exchange Commission, deeming it necessary for the exercise of the functions vested in it and necessary and appropriate in the public interest and for protection of investors so to do, pursuant to authority conferred upon it by the Securities Exchange Act of 1934, particularly sections 10 (a) and 23 (a) thereof, hereby amends paragraph (b) of § 240.10a-2 (Rule X-10A-2) to read as follows:

§ 240.10a-2 *Requirements for covering purchases.* * * *

(b) The provisions of paragraph (a) hereof shall not apply (1) to the lending of a security by a member through the medium of a loan to another member, or (2) to any loan, or arrangement for the loan, of any security, or to any failure to deliver any security if, prior to such loan, arrangement, or failure to deliver, the exchange upon which the sale requiring the delivery of such security was effected finds (i) that such sale resulted from a mistake made in good faith, (ii) that due diligence was used to ascertain that the circumstances specified in clause (1) of rule X-10A-1 (c) existed or to obtain the information specified in clause (2) thereof, and (iii) either that the condition of the market at the time the mistake was discovered was

such that undue hardship would result from covering the transaction by a "purchase for cash", or that the mistake was made by the seller's broker and the sale was at a price permissible for a short sale under rule X-10A-1 (a).

Effective: June 13, 1945.

By the Commission.

ORVAL L. DuBOIS,
Secretary.

[F. R. Doc. 45-10323; Filed, June 13, 1945;
11:22 a. m.]

TITLE 29—LABOR

Chapter VII—National War Labor Board

PART 802—RULES OF PROCEDURE

SELECTION OF ARBITRATOR

Paragraph (b) of § 802.29 of the rules of organization and procedure of the National War Labor Board has been amended to read as follows:

§ 802.29 *Appointment of arbitrator.*
* * *

(b) *Selection of arbitrator.* In the National Board, the Disputes Division shall select a name from a list of persons who have been approved by the Board for service as arbitrators. In the case of the appointment of an impartial chairman, however, the proposed name shall be submitted for approval to the labor and industry members of the Board. Board agents shall appoint arbitrators as provided in § 802.51 (d). Unless the parties otherwise agree, the appointment of an arbitrator shall not be delegated by the Board to an association, agency, or individual.

(E.O. 9017, 7 F.R. 7871)

Adopted: May 28, 1945.

THEODORE W. KHEEL,
Executive Director.

[F. R. Doc. 45-10298; Filed, June 13, 1945;
10:07 a. m.]

TITLE 30—MINERAL RESOURCES

Chapter VI—Solid Fuels Administration for War

[SFAW Reg. 27, Amdt. 3]

PART 602—GENERAL ORDERS AND DIRECTIVES

REPORTS BY PRODUCERS AND COMMERCIAL DOCK OPERATORS

Because of modifications which are being made in Form S. F. A. No. 79, heretofore filed by producers and certain commercial tidewater dock operators, and because it appears inappropriate to require Form S. F. A. No. 79 to be filed by certain small producers, it appears advisable to amend portions of § 602.709 of SFAW Regulation No. 27.

1. The title and paragraph (a) of § 602.709 are hereby amended to read as follows:

§ 602.709 *Reports by producers and commercial dock operators—(a) Reports*

to be filed by producers. If you are a producer of coal in any district except District 5, and coal from your mine is shipped by rail or river, you shall report on or before the last day of each calendar month preceding the month during which coal is to be shipped that information which is required to be reported on Form S. F. A. No. 79.

2. Paragraph (b) (2) of § 602.708 is hereby amended to read as follows:

(2) If you are a commercial tidewater dock operator located on the Atlantic Seaboard, north of but not including New York Harbor, you shall report on or before the last day of each calendar month preceding the month during which coal is to be shipped that information which is required to be reported on Form SFA No. 79-A.

This amendment shall become effective immediately. Modifications in reporting requirements made by this amendment shall have no effect upon civil or criminal liabilities incurred under the provisions of § 602.709 previously in effect.

(E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 176 and 58 Stat. 827)

Issued this 11th day of June 1945.

DAN H. WHEELER,
Acting Deputy Administrator.

[F. R. Doc. 45-10314; Filed, June 13, 1945;
10:33 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 177, 58 Stat. 327; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010—SUSPENSION ORDERS

[S-74, Revocation]

DUART MANUFACTURING CO.

Suspension Order No. S-74 was issued August 18, 1942 against Duart Manufacturing Company, San Francisco, California, for violation of Supplementary Orders M-1-e and M-1-f. In view of the fact that Supplementary Orders M-1-e and M-1-f have been revoked, the Chief Compliance Commissioner has directed that Suspension Order No. S-74 be revoked forthwith.

In view of the foregoing: it is hereby ordered, that:

§ 1010.74 *Suspension Order No. S-74* be revoked, effective June 12, 1945.

Issued this 12th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10297; Filed, June 12, 1945;
4:49 p. m.]

PART 3284—BUILDING MATERIALS

[General Limitation Order L-277,
Revocation]

ELECTRICAL WIRING DEVICES AND HEATER CORD SETS

Section 3284.31 *General Limitation Order L-277* is hereby revoked. This revocation does not affect any liabilities incurred for violation of the order or of actions taken by the War Production Board under the order. The manufacture and delivery of Electrical Wiring Devices and Heater Cord Sets remain subject to all other applicable regulations and orders of the War Production Board.

Issued this 12th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10296; Filed, June 12, 1945;
4:49 p. m.]

PART 1226—GENERAL INDUSTRIAL EQUIPMENT

[General Conservation Order L-300,
Revocation]

SMALL AIR CIRCUIT BREAKERS

Section 1226.92 *General Conservation Order L-300* is revoked. This revocation does not affect any liabilities incurred for violation of the order or of actions taken by the War Production Board under the order. The manufacture and delivery of small air circuit breakers remain subject to all other applicable orders and regulations of the War Production Board.

Issued this 13th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10330; Filed, June 13, 1945;
11:29 a. m.]

PART 3270—CONTAINERS

[Conservation Order M-115, Direction 2]

SECOND QUARTER 1945 LEAD QUOTAS

The following direction is issued pursuant to Conservation Order M-115:

(a) The lead quotas for the second calendar quarter of 1945 for collapsible tubes to pack permitted products Nos. 8, 13 and 14 shall be as follows instead of the quarterly quotas presently listed in Schedule A of Order M-115 for such products:

Permitted products (1)	Lead quota (2)	Percent
8. Dental Cleansing Preparations.....	25	
13. Cement, Rubber (synthetic and natural).....	50	
14. Cement, Pyroxylin.....	50	

Issued this 12th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10295; Filed, June 12, 1945;
4:49 p. m.]

PART 3291—CONSUMERS DURABLE GOODS
[Supplementary Limitation Order L-71-a, revocation]

DRY CELL BATTERIES AND PORTABLE LIGHTS OPERATED BY DRY CELL BATTERIES (HEARING AID BATTERIES)

Section 3291.130 *Supplementary General Limitation Order L-71-a* is revoked. Manufacturers may now produce hearing aid batteries without regard to the provisions of Order L-71-a or any grant of appeal or authorization relaxing its restrictions. This revocation does not affect any liabilities incurred for violation of the order or of actions taken by the War Production Board under the order. The manufacture and delivery of hearing aid batteries remain subject to all applicable regulations and orders of the War Production Board.

Issued this 13th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10329; Filed, June 13, 1945; 11:29 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 110]

COUMARONE-INDENE RESIN

§ 3293.1110 *Schedule 110 to General Allocation Order M-300*—(a) *Definitions*. "Coumarone-indene resin" means those polymers and copolymers of polymerizable, unsaturated hydrocarbons which are known by the following trade names: Cumar, Nevindene, Neville "R", Neville "G", Paradene, Piccoumarone, Picco, and Bunarex.

(b) *General provisions*. Coumarone-indene resin are subject to the provisions of General Allocation Order M-300 as Appendix A materials. The initial allocation date is July 1, 1945. The allocation period is the calendar month, and the small order exemption per person per month is 500 pounds in the aggregate of all types.

(c) *Variations from M-300*. Small order quantities may be received in addition to allocated quantities to complete current jobs for which coumarone-indene resin has been allocated as well as for experimental use. There shall be no limitation on duration of authority for use under this schedule, notwithstanding the provisions of Order M-300 (reference is to paragraphs (p) (3) and (v) of Order M-300 as amended October 2, 1944).

(d) *Suppliers' applications on WPB-2946*. Each supplier seeking authorization to deliver coumarone-indene resin shall file application on Form WPB-2946 (formerly PD-601). Filing date is the 20th day of the month before the proposed delivery month. Send three copies (one certified) to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: II-300-110. The unit of measure is pounds. Specify grade as

stated in the customer's application. An aggregate quantity may be requested, without specifying individual customers' names, for delivery on exempt small orders. Fill in Table II.

(e) *Customers' applications on WPB-2945*. Each person seeking authorization to use or accept delivery of coumarone-indene resin shall file application on Form WPB-2945 (formerly PD-600). Filing date is the 15th day of the month before the requested allocation month. File separate sets of forms for each supplier. Send three copies (one certified) to the War Production Board, Washington 25, D. C., Ref: M-300-110, and one copy (reverse side blank) to the supplier. The unit of measure is pounds.

In Column 1, specify the supplier's grade or type designation. In Column 3, specify each primary product, or specify "resale" or "export", if the coumarone-indene resin is to be resold or exported as such. In Column 4, specify the end use of each primary product, giving military contract numbers if practicable. End use for protective coating purposes shall be stated in terms of the end use groups of Direction 2 to M-300. In the case of export, specify the country of destination and the export license number. In the case of resale specify whether "upon further authorization" or "exclusively on 500 lb. exempt orders". Fill in the balance of Table I and fill in Tables II and III as indicated. Leave Tables IV and V blank.

(f) *Special directions with respect to materials similar to coumarone-indene resin*. The War Production Board may from time to time issue special directives with respect to production, use, delivery and acceptance of delivery of any polymers and copolymers of polymerizable, unsaturated hydrocarbons similar to materials included in the definition of coumarone-indene resin.

(g) *Budget Bureau approval*. The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(h) *Communications to War Production Board*. Communications concerning this schedule shall be addressed to: War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-110.

Issued this 13th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10331; Filed, June 13, 1945; 11:29 a. m.]

Chapter XI—Office of Price Administration

PART 1337—RAYON

[MPR 167, Corr. to Amdt. 8]

RAYON YARN AND STAPLE FIBRE

In Amendment No. 8 to Maximum Price Regulation No. 167 the reference

17 F.R. 4662, 6595, 7403, 8948, 10448; 8 F.R. 1642, 12314; 9 F.R. 11904.

"subparagraph (3)" of § 1337.42 (a) is corrected to read "subparagraph (4)".

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10382; Filed, June 13, 1945; 11:55 a. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[Rev. RO 5C, Amdt. 7]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Ration Order 5C is amended in the following respects:

Sections 1394.7706 (q) (10) and (11) are added to read as follows:

(10) By a person skilled in inspecting, grading and classifying farm products (and whose purchases are principally wholesale purchases) for necessary travel from place to place to exercise such skills in making wholesale purchases of farm products from the farmer who produced them, or by a wholesale buyer, his employee or representative, for necessary travel to farms to provide necessary skilled services and supervision with respect to the planting, growing, harvesting, grading, packing or shipping of farm products after they have been so purchased by him.

For the purposes of this subparagraph wholesale purchase means a purchase of commodities for processing by an essential establishment listed in § 1394.7706 (o) or a purchase of commodities for sale other than for personal, family or household use. However, wholesale purchase includes a purchase made by or for the account of a person, who maintains four or more retail establishments, for sale through those establishments.

No mileage may be allowed under this subparagraph for use by a person while engaged in sales promotion activities with respect to goods not needed in the marketing of such farm products.

(11) By a farmer's marketing representative for necessary travel to a farm to provide necessary skilled services and supervision with respect to the harvesting, grading, packing or shipping of fresh fruits or vegetables grown on that farm, if such representative has been appointed by the farmer to market such products.

No mileage may be allowed under this subparagraph for use by a person while engaged in sales promotion activities with respect to goods not needed in the marketing of such farm products.

This amendment shall become effective June 13, 1945.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421 and 507, 77th Cong.; Pub. Law 509, 78th Cong.; W.P.B. Dir. No. 1, Supp. Dir. No. 12, 7 F.R. 562, 9121,

8 F.R. 9492, 9868, 9 F.R. 8775, 12338, 13039; E.O. 9125, 7 F.R. 2719)

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10384; Filed, June 13, 1945;
12:08 p. m.]

PART 1499—COMMODITIES AND SERVICES
[SR 14E, Amdt. 3]

SYNTHETIC FINISHED PIECE GOODS, SALES BY
TAILOR TRIMMING STORES

A statement of the considerations involved in the issuance of this amendment issued simultaneously herewith has been filed with the Division of the Federal Register.

Supplementary Regulation No. 14E is amended by adding section 2.10 to read as follows:

SEC. 2.10 Sales of synthetic finished piece goods by tailor trimming stores—

(a) Definitions. (1) "Synthetic finished piece goods" means woven fabrics, more than 12 inches in width, bleached, dyed, printed or otherwise finished or processed, composed, in the amount of seventy-five percent or more by weight, of chemically produced yarn or fibre, regardless of what other material may be included in the fabric.

(2) "Tailor trimming store" means only those tailor trimming stores whose sales of finished piece goods are exempt from the provisions of Maximum Price Regulation No. 127 in accordance with the terms of that regulation.

(3) "Actual cost" means only (i) the invoice price of the synthetic finished piece goods less all discounts taken (which must not exceed the maximum price established under Maximum Price Regulation No. 127) and (ii) the actual transportation charges incurred by the tailor trimming store with respect to such synthetic finished piece goods. If the goods are transported otherwise than by a common carrier, the transportation charge shall not exceed the charge which would be applicable in an identical shipment from the same point of shipment to the same receiving point at the lowest available commercial transportation rate.

(b) Details required in the invoice. Every tailor trimming store making a sale of synthetic finished piece goods for which the maximum price is established by this section shall, with respect to each sale thereof deliver to the purchaser an invoice which shall contain:

- (1) The name and address of the purchaser and the seller;
- (2) The date thereof;
- (3) The terms of sale;
- (4) A description sufficient to identify each item sold;
- (5) The quantity and net selling price of each item sold;
- (6) A statement that the net selling price does not exceed the maximum price permitted under Supplementary Regulation No. 14E to the General Maximum Price Regulation.

(c) Records. In addition to such records as are required to be kept by the provisions of the General Maximum Price Regulation every tailor trimming store making a sale of synthetic finished piece goods for which the maximum price is established by this section, shall keep for inspection by the Office of Price Administration, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect, a duplicate of each invoice delivered by him to a purchaser and a record of all items necessary to verify the computation of the maximum price pursuant to this section.

(d) Discounts, allowances and transportation costs. The maximum prices established by this section shall be subject to the allowances, discounts and other price differentials observed by the seller during March 1942. No seller shall require any purchaser, and no purchaser shall be permitted, to pay a larger proportion of transportation costs incurred in the delivery of the synthetic finished piece goods than the seller required purchasers of the same general class to pay during March 1942.

(e) Maximum Prices for sales of synthetic finished piece goods by tailor trimming stores—(1) General provisions. Subject to the other provisions of this paragraph, the maximum price for synthetic finished piece goods, sold by a tailor trimming store to tailors engaged in the production of individually ordered items of apparel or in the repairing and alteration thereof, shall be computed by dividing the actual cost¹ by .65 if the sale is of cut lengths of 40 yards or less and by dividing the actual cost by .70 if the sale is of pieces more than 40 yards in length.

(2) Restrictions on a tailor trimming store markup. The dollar volume of sales of pieces more than 40 yards in length shall not, in any calendar quarter, exceed 15% of the dollar volume of all sales of synthetic finished piece goods in that quarter, unless on sales in excess of the said 15%, a division factor of .83 is used.²

¹If a tailor trimming store mingles in its inventory separate lots of the same dyed goods which it acquired at varying prices, it may take the weighted average cost of such mingled lot for the purpose of determining its actual cost thereof: *Provided*, That if any unsold portion of a lot on which an average cost has been determined is subsequently combined with another lot, the previously determined weighted average cost of such unsold portion shall be used for such unsold portion in computing the weighted average cost of the newly mingled lot.

²In the event that at the expiration of any calendar quarter, the 15% above mentioned has been exceeded, the excess sales shall be determined in the following manner: (i) Multiply the total dollar volume of sales of synthetic finished piece goods during the calendar quarter by 15%; (ii) Subtract the amount determined pursuant to (i) from the total dollar volume sold of pieces more than 40 yards in length; (iii) those sales of pieces more than 40 yards in length which were last made during the calendar quarter and which are equal to the difference obtained pursuant to (ii) shall be considered excess sales.

This amendment shall become effective June 18, 1945.

NOTE: The record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10383; Filed, June 13, 1945;
11:55 a. m.]

Chapter XVIII—Office of Economic
Stabilization

[Directive 56]

PART 4003—SUPPORT PRICES; SUBSIDIES

LIVESTOCK SLAUGHTER PAYMENTS

Pursuant to the authority vested in me by the Act of October 2, 1942, entitled "an Act to Amend the Emergency Price Control Act of 1942, to Aid in Preventing Inflation and Other Purposes," and by Executive Order No. 9250 of October 3, 1942, and Executive Order No. 9328 of April 8, 1943: *It is ordered*:

SECTION 1. This directive is designed to implement the stabilization and production programs with respect to livestock, as instituted and carried forward by the following directives of the Economic Stabilization Director: The directive on Livestock Slaughter Payments, issued October 26, 1943; Directive No. 28, Control of Prices of Live Cattle and Calves, issued January 10, 1943; Directive No. 38, as amended, Livestock Slaughter Payments, issued March 21, 1945; Directive No. 41, Livestock Slaughter Payments, issued April 23, 1945, and Directive No. 48, Livestock Slaughter payments, issued May 21, 1945. Those directives are revoked insofar as they are inconsistent with this directive, and remain in effect in all other particulars.

SEC. 2. The following slaughterers shall be eligible to receive the extra subsidy payment on cattle originally authorized under paragraph 5 of the directive on Livestock Slaughter Payments, issued October 26, 1943, and currently authorized under section 4 of Directive No. 48, issued May 21, 1945; Slaughterers who during any six consecutive months during the period beginning January 1, 1941 and ending October 1, 1943, sold and who currently sell 98 percent or more of the total dressed carcass weight of cattle slaughtered by them in the form of carcasses, wholesale cuts, frozen boneless beef (Army specifications) (carcass equivalent) or ground beef.

SEC. 3. Defense Supplies Corporation is directed to amend Regulation No. 3 (Livestock Slaughter Payments) in accordance with this directive.

(E.O. 9250 and E.O. 9328, 3 CFR, Cum. Supp.)

Issued this 9th day of June 1945.

Effective date: July 1, 1945.

WILLIAM H. DAVIS,
Economic Stabilization Director.

[F. R. Doc. 45-10289; Filed, June 12, 1945;
2:09 p. m.]

Chapter XXIII—Surplus Property Board

[SPB Reg. 8]

PART 8308—FOREIGN DISPOSAL

Sec.

- 8308.1 Definitions.
- 8308.2 Scope.
- 8308.3 Designation of disposal agencies.
- 8308.4 Delegation of authority.
- 8308.5 Active theaters of military operations.
- 8308.6 Declarations of surplus property.
- 8308.7 Exemptions from Surplus Property Act.
- 8308.8 Utilization of surplus property by Federal agencies.
- 8308.9 Priorities and preferences.
- 8308.10 Destruction or abandonment.
- 8308.11 Disposal of certain plants, facilities and equipment under section 19 (c) of the act.
- 8308.12 Aircraft and property peculiar thereto.
- 8308.13 Plants, pipe lines or other installations costing \$1,000,000 or more.
- 8308.14 Food and agricultural commodities.
- 8308.15 Importations into the United States.
- 8308.16 Methods of disposal.
- 8308.17 Submission of regulations to the Board.
- 8308.18 Records.
- 8308.19 Reports.
- 8308.20 Regulations by disposal agencies and others to be reported to the Board.
- 8308.21 Amendment or repeal.

AUTHORITY: §§ 8308.1 to 8308.21, inclusive, issued under Surplus Property Act of 1944, Pub. Law 457, 78th Cong., 2d Sess.; 58 Stat. 765.

§ 8308.1 *Definitions.* (a) "Act" means the Surplus Property Act of 1944 (Pub. Law 457, 78th Cong., 2d Sess.; 58 Stat. 765).

(b) "Board" means the Surplus Property Board.

(c) "Disposal agency" means any Government agency designated pursuant to the act to dispose of one or more classes of surplus property.

(d) "Foreign area" means any area outside of the continental United States, its territories and possessions.

(e) "Government agency" means any executive department, board, bureau, commission, or other agency in the executive branch of the Federal Government, or any corporation wholly owned (either directly or through one or more corporations) by the United States.

(f) "Owning agency" means the executive department, the independent agency in the executive branch of the Federal Government, or the corporation (if a Government agency), having control of property, otherwise than solely as a disposal agency.

(g) "Person" means any individual, corporation, partnership, firm, association, trust, estate, or other entity.

(h) "Property" means any interest, owned by the United States or any Government agency, in real or personal property, of any kind, wherever located, but does not include naval vessels of the following categories: Battleships, cruisers, aircraft carriers, destroyers, and submarines.

(i) "Surplus property" means any property which has been determined to be surplus to the needs and responsibilities of the owning agency in accordance with the act.

§ 8308.2 *Scope.* This part governs the disposal of surplus property, both real and personal, located outside of the continental United States, its territories and possessions. Temporary Regulation A of the Surplus Property Board (10 F.R. 2129) and Order No. 1 thereunder (10 F.R. 2131) are hereby rescinded as of the effective dates hereinafter set forth.

§ 8308.3 *Designation of disposal agencies.* (a) Disposal agencies are hereby designated under the act for surplus property (except vessels as defined in section 10 (b) of the act) located in foreign areas as follows:

(1) Navy Department for surplus property within its control as an owning agency.

(2) War Department for surplus property within its control as an owning agency.

(3) War Department for surplus property within the control of all other Government agencies as owning agencies.

(b) The United States Maritime Commission is hereby designated as the disposal agency for vessels located in foreign areas which it determines to be merchant vessels or capable of conversion to merchant use.

§ 8308.4 *Delegation of authority.* Any delegation by a disposal agency of its authority or responsibility as a disposal agency for the disposition of surplus property located in foreign areas may be made only upon approval by the Board granted by order hereunder.

§ 8308.5 *Active theaters of military operations.* Nothing herein limits or affects the authority of commanders in active theaters of military operations with respect to property in their control.

§ 8308.6 *Declarations of surplus property.* Declarations of surplus real and personal property located in foreign areas shall be filed, on such forms as shall be prescribed by the Board by order hereunder, with the Surplus Property Board, Washington 25, D. C. and with the appropriate disposal agency as follows:

(a) Declarations of surplus property made by the War and Navy Departments shall be filed as directed by the War and Navy Departments. Declarations of surplus property made to the War Department by any owning agency other than the War Department shall be filed as directed by the War Department.

(b) Declarations of surplus property to the Maritime Commission shall be made at the office of the United States Maritime Commission, Washington 25, D. C., or at such other office as the Maritime Commission shall designate.

§ 8308.7 *Exemptions from Surplus Property Act.* In accordance with section 32 (b) of the act, and pending further determinations and regulations or orders of the Board, the Board hereby exempts disposition of property located in foreign areas from the following provisions of the act:

(a) The last sentence in section 11 (g), insofar as it requires disposal agencies to make information in its records available to foreign nationals or foreign governments.

(b) Section 12, "Utilization of Surplus Property by Federal Agencies."

(c) Section 13, subsections (a), (c), (d), (e) and (f), "Disposal to Local Governments and Nonprofit Institutions."

(d) Section 16, "Dispositions to Veterans."

(e) Section 17, "Dispositions in Rural Areas."

(f) Section 18, "Small Business."

(g) Section 20, "Applicability of Anti-trust Laws," insofar as it requires disposal agencies to notify the Attorney General: *Provided, however,* That this exemption shall not apply with respect to plants, pipe lines, and other installations which cost the Government \$1,000,000 or more, and patents, processes, techniques or inventions, irrespective of cost.

(h) Section 22, "Stock Piling."

(i) Section 23, "Disposal of Surplus Real Property."

(j) Section 36, "Termination Inventories."

§ 8308.8 *Utilization of surplus property by Federal agencies.* It shall be the responsibility of all Government agencies having any requirements in foreign areas to consult the records of surplus property established by the disposal agencies to determine whether their requirements can be satisfied out of surplus property.

§ 8308.9 *Priorities and preferences.* Disposal agencies shall accord such priorities and preferences as may be prescribed by the Board by order hereunder.

§ 8308.10 *Destruction or abandonment.* Any surplus property and any waste, salvage or scrap located in foreign areas may be destroyed or abandoned by an owning or disposal agency without any notice of the proposed destruction: (a) when the destruction or abandonment is required by military necessity, safety, or considerations of health or security; or (b) whenever it is determined by the disposal agency that the property has no commercial value, or that the cost of its care, handling and disposition would exceed the estimated proceeds. Any property authorized under paragraph (b) of this section to be destroyed or abandoned may be donated to such persons and under such conditions as may be prescribed by the Board by order hereunder.

§ 8308.11 *Disposal of certain plants, facilities and equipment under section 19 (c) of the act.* Surplus aircraft plants and facilities, aircraft and aircraft parts, shipyards and facilities, transportation facilities, and radio and electrical equipment, located in foreign areas, may, in accordance with section 19 (c) of the act, be disposed of without prior submission to the Congress.

§ 8308.12 *Aircraft and property peculiar thereto.* Pending further regulations or orders of the Board, surplus aircraft and property peculiar to aircraft located in foreign areas shall be disposed of only in accordance with existing procedures.

§ 8308.13 *Plants, pipe lines or other installations costing \$1,000,000 or more.*

Whenever any disposal agency shall begin negotiations for the disposition of any plants, pipe lines, or other installations, located in foreign areas, which cost the Government \$1,000,000 or more, the disposal agency shall promptly notify the Board and the Attorney General.

§ 8308.14 Food and agricultural commodities. Disposals of surplus agricultural commodities, surplus foods processed from agricultural commodities, and surplus cotton or woolen goods remain subject to the provisions of section 21 (a) and (b) of the act, and subject to such policies as may be formulated and issued pursuant thereto.

§ 8308.15 Importations into the United States. Pending further regulations or orders by the Board under section 33 (a) of the act, surplus property which has been sold in foreign areas shall not be imported into the United States in the same or substantially the same form if such property was originally produced in the United States and is readily identifiable as such, and disposal agencies shall include a condition to that effect in the terms of disposition, unless the purchase is made for one of the purposes in the following proviso and the purchaser so certifies to the disposal agency; *Provided, however,* That such property may be so imported (a) on consignment to a person or firm in the United States for the purpose of reconditioning for re-export or (b) by a member of the armed forces abroad for his personal use, if the importer certifies to the Treasury Department that the importation is being made for one of such purposes.

§ 8308.16 Methods of disposal. In order that foreign disposal operations shall be consistent with foreign policies of the United States, the disposal agencies shall maintain close contact and cooperation with United States diplomatic missions and appropriate consular offices abroad and shall keep them fully and currently informed as to all disposal programs which are being initiated or carried out. The governing price policy shall be to obtain for the Government the fair value of surplus property on its disposition.

§ 8308.17 Submission of regulations to the Board. Disposal agencies and all persons acting under delegated authority shall submit to the Board not less than five days prior to issuance thereof copies of all regulations, orders, and directives involving any matters of policy of general application.

§ 8308.18 Records. Disposal agencies shall prepare and maintain such records as will show full compliance with this part and with the applicable provisions of the act as to each disposal transaction.

§ 8308.19 Reports. Reports shall be made to the Board of property declared surplus, held, and disposed of hereunder in foreign areas at such times and in such form as may be prescribed by the Board.

§ 8308.20 Regulations by disposal agencies and others to be reported to the Board. Each disposal agency and each person or Government agency acting un-

der delegated authority for the disposition of surplus property shall file with the Board copies of all regulations, orders, and instructions of general applicability which they may issue in furtherance of the provisions, or any of them, of this part.

§ 8308.21 Amendment or repeal. This part and any order issued under it shall be subject to amendment or repeal by the Board by any regulation or order of the Board duly published in the FEDERAL REGISTER.

This part shall become effective on June 14, 1945, except as to aircraft and property peculiar to aircraft as to which this part shall become effective on August 1, 1945, or on such earlier date as may be mutually determined by Foreign Economic Administration and the War Department with notification to the Board and to the Navy Department.

NOTE 1: All reporting requirements of this part have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

NOTE 2: This part has been approved in writing by the War Food Administrator, as required by the Surplus Property Act of 1944.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JUNE 7, 1945.

[F. R. Doc. 45-10334; Filed, June 13, 1945;
11:50 a. m.]

[SPB Reg. 8, Order 1]

PART 8308—FOREIGN DISPOSAL

APPROVAL OF DELEGATION OF DISPOSAL AUTHORITY BY WAR AND NAVY DEPARTMENTS TO OFFICE OF ARMY-NAVY LIQUIDATION COMMISSIONER

Pursuant to the authority of the Surplus Property Act of 1944 and in accordance with § 8308.4, *It is hereby ordered, That:*

1. The Surplus Property Board hereby approves any delegation by the War Department and Navy Department of their authority as disposal agencies for the disposal of surplus property hereunder to the Office of Army-Navy Liquidation Commissioner. The Board also hereby approves of any redelegation by the Commissioner of such authority to a Government agency or to a person under the complete control either of the Commissioner or of a Government agency; but no redelegation of authority by the Commissioner to any other person shall become effective without the prior approval of the Board.

2. Copies of all instruments delegating or redelegating the authority hereby approved shall be filed with the Board.

3. The foregoing approval does not extend to any delegation of power to the Liquidation Commissioner with respect to the settlement of claims in foreign countries in coordination with the disposal of surplus property. The Board has no authority to settle claims. It cannot therefore authorize the settlement of foreign claims against the trans-

fer of surplus property, nor can it authorize the acquisition of property, privileges or concessions in foreign countries in exchange for surplus property. Any such transactions are beyond the jurisdiction of the Board, and the authority to carry them out must come from some other source. In foreign disposal the Board is chiefly concerned with the orderly disposition of surplus property in foreign countries so as to obtain the fair value in the manner provided in § 8308.16. Any Government agency which has authority and the necessary appropriations to settle claims in foreign countries or the authority to acquire property, privileges or concessions in foreign countries, and which is authorized to use surplus property therefor, shall pay from such appropriations into the miscellaneous receipts of the Treasury (by reduction of an existing appropriation or otherwise) an amount which, in the opinion of the disposal agency, represents the fair value of the surplus property.

This order shall become effective on June 14, 1945.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JUNE 7, 1945.

[F. R. Doc. 45-10335; Filed, June 13, 1945;
11:50 a. m.]

[SPB Reg. 8, Order 2]

PART 8308—FOREIGN DISPOSAL

FORMS FOR DECLARATION OF SURPLUS

Pursuant to the authority of the Surplus Property Act of 1944 and in accordance with § 8308.6, *It is hereby ordered, That:*

1. Owning agencies shall declare surplus personal and real property located outside of the continental United States, its territories and possessions to the appropriate disposal agencies designated in § 8308.3 on Form SPB-3, *Declaration of Surplus Property To Disposal Agency (Outside Continental United States, Its Territories and Possessions)*, as attached hereto, in accordance with the instructions accompanying such form. Corrections or withdrawals of prior declarations shall be submitted to the appropriate disposal agency on Form SPB-3.1, *Correction of Declaration of Surplus Property (Outside Continental United States, Its Territories and Possessions)*, as attached hereto, in accordance with the instructions accompanying such form.

2. Each owning agency shall declare surplus personal and real property located outside of the continental United States, its territories and possessions, to the Surplus Property Board on Form SPB-4, *Declaration of Surplus Property to Surplus Property Board (Outside Continental United States, Its Territories and Possessions)*, as attached hereto, in accordance with the instructions accompanying such form.

3. Forms SPB-3, SPB-3.1 and SPB-4 may be reproduced by the owning agencies, on sheets 8" x 10½" provided that the formats are identical with those on file with the Division of the Federal

Register, sample copies of which may be obtained from the Board. Forms SPB-3 and SPB-3.1 should allow for a 1" margin on the left. Form SPB-3.1 should be reproduced on yellow paper so as to distinguish it readily from Form SPB-3.

This order shall become effective on June 14, 1945.

NOTE: All reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Forms printed in the FEDERAL REGISTER are for information only, and do not follow the exact format prescribed by the issuing agency.

SURPLUS PROPERTY BOARD,
By A. E. HOWSE,
Administrator.

JUNE 7, 1945.

FORM SPB-3 (6-4-45)		United States of America Surplus Property Board		Page..... of Pages		Budget Bureau No. 16-R014 Approval expires May 1, 1946	
DECLARATION OF SURPLUS PROPERTY TO DISPOSAL AGENCY (OUTSIDE CONTINENTAL U. S., ITS TERRITORIES AND POSSESSIONS)							
Important—See instructions for completing this form on reverse side							
1. To:				2. From:		3. Send shipping or disposal instructions to:	
8. Proceeds: If proceeds are "reimbursable", give symbol and title of appropriation or Government corporation				4. Reporting agency No.		6. Total cost—This report	
				5. Disposal Agency No.		7. Group code	
				9. Location of surplus			
				a. Country		b. Depot No.	
				c. Town or designation			
Item No.	Stock number and description	Standard commodity classification	Condition	Unit	Number of units	Unit cost	Total cost
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
10. Authorized by							
Name and rank (type or use stamp)				By..... Signature			
Address (please type)				Date..... Telephone No. and extension			

INSTRUCTIONS FOR FORM SPB-3

GENERAL INSTRUCTIONS

1. Forms SPB-3 and SPB-3.1 will be used by all owning agencies for reporting surplus property, located outside the continental U. S., its territories and possessions, to the appropriate disposal agency as designated by the Surplus Property Board in Regulation No. 8. The owning agency will transmit at least two (2) copies of Declaration, Form SPB-3, to the disposal agency at such places as the disposal agency may specify.

2. Do not use this form for reporting withdrawals or corrections. Report withdrawals or corrections on Form SPB-3.1, Correction of Declaration of Surplus Property.

3. Report additional quantities, over and above those previously declared, on a new declaration of surplus.

4. Use Form SPB-3 for declaring both real and personal property as surplus.

5. Do not report items of surplus property having a total cost of \$25,000 or more on the same declaration with items of property having a total cost of less than \$25,000.

6. Only items falling under one major group of the Standard Commodity Classification (Government Printing Office) will be reported on the same declaration.

7. If additional sheets are necessary for the listing of surplus items, use continuation sheets in the form prescribed by the Board.

SPECIFIC INSTRUCTIONS FOR PERSONAL PROPERTY

Block 1—Fill in the name and local address of the disposal agency.

Block 2—Insert name and complete address of the office transmitting the report to the disposal agency. Show technical service, bureau, department, base command, office or other similar sub-division involved. The disposal agency will send one copy of the shipping or disposal instructions to the

office specified in Block 2 and one copy to the name and address of the individual shown in Block 3.

Block 3—Insert the name and address of individual to whom disposal or shipping instructions are to be sent.

Block 4—Enter the serial number assigned by the reporting agency to identify each declaration. Use a separate serial number for each declaration.

Block 5—Do not fill in.

Block 6—Enter the sum of column (h).

Block 7—Enter the appropriate major group number (two digits) as listed in the Standard Commodity Classification.

Block 8—If the net proceeds from the sale or transfer of the surplus property are reimbursable pursuant to Section 30 (b) of the Surplus Property Act of 1944, give the symbol and title of appropriation to be credited, or the name and address of the government corporation to receive the proceeds.

Block 9—Specify country, depot number, town, APO number or other location where surplus property is located. (Subject to Security Regulations in the case of Army and Navy.) Do not list property located at more than one location on a single declaration.

Block 10—The signature, name, address and telephone number of individual responsible for declaration should be inserted on every declaration. Written signature need appear on original copy only.

Column (a)—Insert the numerical order of listing the items on the declaration.

Column (b)—Enter the stock number and identifying item description, model, and make. In the case of the War and Navy Departments this will be obtained from the latest available Army or Navy supply catalog, but for items not listed in such catalogs, the local depot stock number will be entered and the item described adequately for disposal purposes. Other owning agencies in describing property will be guided by the Handbook of Standards for Describing Sur-

plus Property, prepared for the Surplus War Property Administration by the War Production Board.

Column (c)—Do not fill in.

Column (d)—Indicate condition of property by the following combination letter number codes:

Code	Means	Code	Means
N.....	New.....	1.....	Excellent.
E.....	Used—reconditioned.....	2.....	Good.
O.....	Used—usable without repairs.....	3.....	Fair.
R.....	Used—repairs required.....	4.....	Poor.
X.....	Items of no further value for use as originally intended but of possible value other than as scrap.		

Where the above condition code does not provide an accurate description of the condition of the property, leave column (d) blank, and in appropriate language describe the condition in column (b). Do not use any code when declaring scrap.

Column (e)—Specify the commercial unit of measure such as, each, pounds, tons, dozen, etc. Reporting offices of the War and Navy Departments will use the unit obtained from the latest Army or Navy catalog.

Column (f)—Insert number of units.

Column (g)—The cost of personal property abroad shall be reported on the basis of cost to the United States in terms of U. S. dollars. The recorded procurement cost shall be reported or, in its absence, the estimated original cost, excluding transportation or handling charges incurred after original purchase, except that U. S. Government corporations and other U. S. Government agencies buying and selling commodities in their normal operations shall report the complete cost of the commodities as carried in their books of account.

FORM SPB-4
(5-16-45)UNITED STATES OF AMERICA
SURPLUS PROPERTY BOARD

DECLARATION OF SURPLUS PROPERTY TO SURPLUS PROPERTY BOARD (OUTSIDE CONTINENTAL UNITED STATES, ITS TERRITORIES AND POSSESSIONS)

(Monthly summary of Forms SPB-3)

Budget Bureau No. 16-R016
Approval Expires May 1, 1946

Owing agency

Date transmitted

Line number	Item (a)	Number of SPB-3 declarations filed in	Total cost (thousands of dollars) of SPB-3 declarations filed in
		Month (b)	Month (c)
1	A. Items having total cost of \$25,000 or more declared on Form SPB-3 classified by country of location		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33	Total, all countries		
34	B. Items having total cost under \$25,000 declared on Form SPB-3		
	Total, all countries	XXX	
35	C. All declarations on Form SPB-3		
	Total, all countries	XXX	

By _____
Signature of reporting official

INSTRUCTIONS FOR USE OF FORM SPB-4

GENERAL INSTRUCTIONS

The Washington office of each owning agency, declaring property surplus on Form SPB-3, outside the continental United States, its territories and possessions, will submit completed Form SPB-4 to the Surplus Property Board, Washington 25, D. C., not later than the 15th of the second succeeding month following the current reporting month.

The general instructions to Form SPB-3, *Declaration of Surplus Property to Disposal Agency* (outside continental United States, its territories and possessions), provide that items of surplus property having a total cost of \$25,000 or more will not be reported on the same declaration with items having a total cost of less than \$25,000. The following detailed instructions refer to the declarations of surplus property segregated in the above manner.

DETAILED INSTRUCTIONS

A. Items Having Total Cost of \$25,000 or More declared on Form SPB-3, Classified by Country of Location. The owning agency will classify according to country of location all declarations filed during the current reporting month on Form SPB-3, which list items of property having a total cost, ap-

pearing in column (h), amounting to \$25,000 or more. The countries where such surplus property are located will be listed alphabetically in column (a) on Form SPB-4. In column (b) insert the number of such declarations, Form SPB-3, filed during the current reporting month, classified according to the countries listed in column (a). In column (c) enter the total cost of the items declared on such declarations, obtained by aggregating the "total cost" appearing in Block 6 of each Form SPB-3.

B. Items Having Total Cost Under \$25,000 declared on Form SPB-3. In column (c) enter the total cost of all declarations filed during the current reporting month on Form SPB-3, which list items of property having a total cost, appearing in column (h), amounting to less than \$25,000.

C. All Declarations on Form SPB-3. In column (c) enter the total cost of all declarations filed on Form SPB-3 during the current reporting month.

Transmittal of Completed Forms SPB-3 Listing Items of Property Having a Total Cost of \$25,000 or More.

Completed Form SPB-4 will be transmitted to the Surplus Property Board accompanied by one copy of each Form SPB-3 filed during the current reporting month which lists items of property having a total cost of \$25,000 or more. Forms SPB-3 should be assembled according to the country in which the prop-

erty is located and in the alphabetical order in which the countries are listed in column (a) of completed Form SPB-4.

Corrections or withdrawals on Form SPB-3.1. One copy of each correction or withdrawal of a declaration on Form SPB-3.1 filed during the current reporting month, which involves a change in reported cost of \$25,000 or more for an item will also be submitted, separately assembled according to the country in which the property is located.

[F. R. Doc. 45-10336; Filed, June 13, 1945; 11:50 a. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

AMENDMENTS TO REGULATIONS

By virtue of the authority vested in me by R. S. 4405, 4417a, 4418, 4426, 4429, 4433, 4488, as amended, 49 Stat. 1544 (46 U.S.C. 367, 375, 391a, 392, 404, 407, 411, 481), and Executive Order 9083, dated February 28, 1942 (3 CFR, Cum. Supp.), the following amendments to the regulations are prescribed:

Subchapter F—Marine Engineering

PART 51—MATERIALS

STEEL CASTINGS

Section 51.17-12 (c) is amended to read as follows:

§ 51.17-12 *Finish.* * * *

(c) *Repair by welding.* Defects which do not impair the strength of the castings may be repaired by welding. The defects shall be removed to solid metal prior to any welding, and when so required by the inspector, the castings in this condition shall be submitted to him for approval prior to proceeding with the repairs.

PART 52—CONSTRUCTION

HEADS

Section 52.5-2 (a) is amended to read as follows:

§ 52.5-2 *Materials and workmanship.*

(a) Steel plate used in the fabrication of heads shall be either flange or firebox quality complying with the applicable sections of the regulations. Flanged or dished heads for Class I or Class II pressure vessels, except those exempted in note below, shall, after forming, be stress relieved in accordance with § 56.20-13 of this chapter, even though the entire vessel is not required to be stress relieved.

NOTE: It is not mandatory in fresh and salt water service systems that flanged or dished heads be stress relieved for use on compression tanks with an air cushion containing liquids operating at temperatures not exceeding 212° F.

EVAPORATORS, HEATERS, TRAPS, SEPARATORS, PRESSURE VESSELS, AND MISCELLANEOUS APPLIANCES

Section 52.16-6 (a) is amended to read as follows:

§ 52.16-6 *Detail requirements*—(a)

(1) *Evaporators.* An approved safety valve set to relieve at a pressure not exceeding that for which the shell is designed shall be fitted to evaporators other than the following:

(i) Evaporators of the coil or tube type designed to operate with a steam inlet pressure not exceeding 10 pounds per square inch gauge.

(ii) Evaporators of the atmospheric type designed for vapor discharge direct to a distiller with no shut-off valve in the discharge line. The distiller connected to atmospheric evaporators shall be fitted with a vent to obviate a build-up in pressure. In no case shall the vent be less than 1½ inches in diameter.

(2) *Unfired pressure vessels.* Each unfired pressure vessel, except evaporators as provided in (a) (1), shall be protected by a relief valve, the capacity rating of which shall prevent loading in excess of design pressure.

NOTE: For certain pressure vessels containing liquids or vapors not in excess of 212° F., the Commandant may authorize the substitution of a bursting or rupture disc where the installation of a relief valve is impracticable. This shall not apply to vessels containing lethal or noxious substances.

PART 56—FUSION WELDING

RULES FOR CONSTRUCTION OF FUSION WELDED DRUMS OR SHELLS OF MARINE BOILERS AND PRESSURE VESSELS

Section 56.20-12 (o) is amended to read as follows:

§ 56.20-12 *Reinforced fusion-welded connections.* * * *

(o) Where Class II pressure vessels are required to be stress relieved, all nozzle connections and other attachments when joined by fusion welding shall be stress relieved. Where Class II pressure vessels as a whole are not required to be stress relieved, unreinforced nozzle connections and other attachments when joined by fusion welding are not required to be stress relieved. Where nozzles are reinforced with pads which have a thickness greater than that of the shell or head to which they are attached, the nozzle connection shall be stress relieved.

Section 56.20-12 (p) is deleted.

PART 57—SUPPLEMENTARY DATA AND REQUIREMENTS

Section 57.21-3 is amended by deleting the last sentence of paragraph (c).

Section 57.21-3 (e) is amended to read as follows:

§ 57.21-3 *Fusible plugs.* * * *

(e) *Marking of fusible plugs.* The name or initials of the manufacturer shall be stamped on the face of the casting for identification, and all plugs shall be numbered in accordance with the number of the heat from which the plugs were filled. For instance, the first pouring shall be number 1, and all plugs filled from this heat shall be numbered 1; the next pouring shall be number 2, and all the plugs filled from this heat shall be numbered 2, etc. The heat number shall be plainly stamped on the large end of the filling. When more than 500 plugs are poured from one heat, same shall be subdivided into lots of not more than 500 plugs. When the heat is subdivided, the number of the lot shall also be plainly stamped on the large end of the filling. The first lot of the heat shall be numbered 1; the next lot 2, etc. The heat and lot numbers shall be not less than ¼ inch in height.

Subchapter O—Regulations Applicable to Certain Vessels and Shipping During Emergency

PART 153—BOATS, RAFTS, AND LIFESAVING APPLIANCES; REGULATIONS DURING EMERGENCY

Section 153.7a (1) is amended to read as follows:

§ 153.7a *Equipment for life rafts approved on and after March 15, 1943.* * * *

(1) *Electric water light.* On and after October 1, 1945, one approved electric water light complying with the current U. S. Coast Guard Specification for Lights (Water); Electric, Floating, Automatic

(with Bracket for Mounting).¹ No battery cell shall remain in the water light after seventeen (17) months beyond the date of manufacture appearing on the cell or its jacket. Approved electric water lights not conforming to the above referred to specification which are on board vessels prior to October 1, 1945 may be continued in service provided they are in good and serviceable condition; water lights replaced on and after October 1, 1945 shall comply with the requirements contained in this regulation.

Section 153.22 is amended to read as follows:

§ 153.22 *Removal of calcium water lights.* All calcium type self-igniting water lights shall be removed from all ocean and coastwise vessels and tank vessels and shall be replaced with approved electric water lights. On and after October 1, 1945, such electric water lights shall comply with the current U. S. Coast Guard Specification for Lights (Water); Electric, Floating, Automatic (with Bracket for Mounting).¹ No battery cell shall remain in the water light after seventeen (17) months beyond the date of manufacture appearing on the cell or its jacket. Approved electric water lights not conforming to the above referred to specification which are on board vessels prior to October 1, 1945, may be continued in service provided they are in good and serviceable condition; water lights replaced on and after October 1, 1945, shall comply with the requirements contained in this regulation.

Dated: June 12, 1945.

L. T. CHALKER,
Rear Admiral, U. S. C. G.,
Acting Commandant.

[F. R. Doc. 45-10318; Filed, June 13, 1945;
11:09 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[Rev. SO 263, Amdt. 6]

PART 95—CAR SERVICE

DEMURRAGE CHARGES ON TANK CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 12th day of June, A. D. 1945.

Upon further consideration of Revised Service Order No. 263 (10 F.R. 582), as amended (10 F.R. 1794, 3239, 4158, 5858), and good cause appearing therefor: It is ordered, That:

Revised Service Order No. 263 (10 F.R. 582) as amended, be, and it is hereby, further amended by substituting the following paragraph for paragraph (p)

¹A copy of the specifications is on file in the office of the Federal Register, and copies may be obtained upon request from the Commandant (EMM), United States Coast Guard Headquarters, Washington 25, D. C., or any District Coast Guard Officer.

thereof, and by adding paragraph (q) thereto:

(p) *Expiration date.* This order shall expire at 7:00 a. m., November 1, 1945, unless otherwise modified, changed, suspended or annulled by order of this Commission.

(q) *Suspension of order.* Revised Service Order No. 263 as amended be, and it is hereby suspended, effective at 7:00 a. m., June 15, 1945, until further order of this Commission. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901; 49 U.S.C. 1 (10)-(17))

It is further ordered, That this amendment shall become effective 7:00 a. m., June 14, 1945; that copies of this order and direction shall be served upon the State regulatory bodies of all States and the District of Columbia, and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director of the Federal Register.

By the Commission, Division 3.

[SEAL]

W. P. BARTEL,
Secretary.

[F. R. Doc. 45-10921; Filed, June 13, 1945;
11:08 a. m.]

Chapter II—Office of Defense Transportation

[Gen. Order ODT 51]

PART 502—DIRECTION OF TRAFFIC MOVEMENT

TRANSPORTATION OF GRAIN, IN BULK, BY RAIL OR BARGE TO NEW ORLEANS, LOUISIANA; PERMIT REQUIRED

Pursuant to Title III of the Second War Powers Act, 1942, as amended, and Executive Order 8989, as amended, in order to make railway cars and other transportation facilities available for the preferential transportation of troops and material of war; to prevent shortages of equipment necessary for such transportation; to assure the orderly and expeditious movement of materials and supplies of war; to coordinate domestic traffic movements with ocean shipping in order to avoid terminal congestion; and to expedite the movement of traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered,* That:

Sec.

502.230 Definitions.

502.231 Transportation of grain, in bulk, by rail or barge to New Orleans, Louisiana; permit required.

502.232 Application for permits.

502.233 Issuance of permits.

502.234 Communications.

AUTHORITY: §§ 502.230 to 502.234, inclusive, issued under Title III of the Second War Powers Act, 1942, as amended, 56 Stat. 177,

50 U.S.C. App. 633, 58 Stat. 827; E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183.

§ 502.230 *Definitions.* As used in this order (§§ 502.230 to 502.234, inclusive), or in any permit issued hereunder, the term:

(a) "Person" means any individual, partnership, corporation, association, joint-stock company, business trust, or other organized group of persons, or any trustee, receiver, assignee or personal representative, and includes any department or agency of the United States, any State, the District of Columbia, or any other political, governmental or legal entity.

(b) "Carload shipment" means a shipment of a weight of 30,000 pounds or more.

(c) "Grain" means wheat, corn, rice, rye, oats, barley, flaxseed, sorghums, soybeans, and malt.

(d) "Rail carrier" means any person engaged in the transportation of property as a common carrier by railroad.

(e) "Barge line" means any person engaged in the transportation of property by barge, whether as a common carrier or otherwise.

§ 502.231 *Transportation of grain, in bulk, by rail or barge to New Orleans, Louisiana; permit required.* Except as otherwise provided in § 502.233 paragraph (c), of this General Order ODT 51, no person shall offer for transportation, and no rail carrier or barge line shall accept for transportation, or transport, any carload shipment of grain, in bulk, consigned or reconsigned to New Orleans, Louisiana, for domestic use or for export, unless the transportation of such shipment to said New Orleans has been authorized by the issuance of a permit in accordance with the provisions of §§ 502.232 and 502.233 hereof, and the number of such permit is endorsed on the shipping order and other shipping documents covering such shipment.

§ 502.232 *Application for permits.* Application for a permit authorizing the transportation of a carload shipment of grain, in bulk, to New Orleans, Louisiana, by rail, should be addressed to O. S. Schully, 907 Carondelet Building, New Orleans 12, Louisiana. Application for a permit authorizing the transportation of a carload shipment of grain, in bulk, to New Orleans, Louisiana, by barge, should be addressed to A. W. Kitto, Assistant Director, Inland Waterways Division, Waterways Transport Department, Office of Defense Transportation, Canal Bank Building, New Orleans 12, Louisiana. Any such application shall show the loading point and quantity of grain to be shipped, the approximate date the grain would arrive in New Orleans if a permit were issued, the name of the consignee of the shipment, and the purpose for which the grain is to be transported to New Orleans.

§ 502.233 *Issuance of permits.* (a) Subject to the general supervision of the Director of the Railway Transport Department, Office of Defense Transportation, O. S. Schully is hereby authorized to issue permits authorizing the transportation by rail of carload shipments of

grain, in bulk, to New Orleans, Louisiana, when, in his opinion, the transportation of such grain to said New Orleans will not result in, or contribute to, traffic congestion, delay the release of railway equipment, or interfere with the export shipping requirements for grain.

(b) Subject to the general supervision of the Director, Waterways Transport Department, Office of Defense Transportation, A. W. Kitto as Assistant Director, Inland Waterways Division, Waterways Transport Department, Office of Defense Transportation, is hereby authorized to issue permits authorizing the transportation, by barge, of carload shipments of grain, in bulk, to New Orleans, Louisiana, when, in his opinion, the transportation of such grain to said New Orleans will not result in, or contribute to, traffic congestion, delay the release of barge equipment, or interfere with the export shipping requirements for grain.

(c) In the exercise of their discretion, and upon proper notice to the Association of American Railroads and American Waterways Operators, Inc., the permit agents named in paragraphs (a) and (b) of this § 502.233, are hereby authorized to waive the permit requirements of this order from time to time, with respect to certain kinds and types of grain shipped to particular consignees or industries at New Orleans, Louisiana.

§ 502.234 *Communications.* Communications concerning this order should refer to "General Order ODT 51" and except as otherwise provided herein, should be addressed to the Office of Defense Transportation, Washington 25, D. C.

This General Order ODT 51 shall become effective June 11, 1945, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

NOTE: The recording and reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued at Washington, D. C., this 7th day of June 1945.

J. M. JOHNSON,

Director,

Office of Defense Transportation.

[F. R. Doc. 45-10062; Filed, June 8, 1945;
4:53 p. m.]

TITLE 7—AGRICULTURE

Chapter IV—War Food Administration (Crop Insurance)

PART 418—WHEAT CROP INSURANCE REGULATIONS FOR INSURANCE CONTRACTS COVERING THE 1946, 1947 AND 1948 CROP YEARS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture and the War Food Administration administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act, as amended, these regulations are hereby published and prescribed to be in force and effect, with respect to wheat crop insurance contracts covering the 1946, 1947 and 1948 crop years, until amended or superseded by regulations hereafter made.

MANNER OF OBTAINING INSURANCE

- Sec.
418.1 Availability of wheat crop insurance.
418.2 Application for insurance.
418.3 Acceptance of applications by the Corporation; cancellation of insurance contract.

INSURANCE COVERAGE

- 418.4 Insurable and non-insurable farms.
418.5 Kinds of wheat insured.
418.6 Determination of insured acreage.
418.7 Insurance period.
418.8 Insured production.
418.9 Wheat seeded for purposes other than grain.
418.10 Causes of loss insured against.
418.11 Causes of loss not insured against.

PREMIUM FOR INSURANCE CONTRACT

- 418.12 Amount of annual premium.
418.13 Manner of payment of premium.

LOSS

- 418.14 Notice of loss or damage of wheat crop.
418.15 Released acreage.
418.16 Time of loss.
418.17 Proof of loss.
418.18 Amount of loss.

PAYMENT OF INDEMNITY

- 418.19 When indemnity payable.
418.20 Indemnity payment.
418.21 Adjustment in connection with indemnity payments.
418.22 Other insurance.
418.23 Subrogation.
418.24 Creditors.

PAYMENT OF INDEMNITY TO PERSONS OTHER THAN ORIGINAL INSURED

- 418.25 Indemnities subject to all provisions of insurance contract.
418.26 Collateral assignment of right under insurance contract.
418.27 Payment to transferee.
418.28 Death, incompetence, or disappearance of insured.
418.29 Fiduciaries.
418.30 Determination of person to whom indemnity shall be paid.

REFUNDS OF EXCESS NOTE PAYMENTS

- 418.31 Refunds of excess note payments.
418.32 Assignment or transfer of claims for refunds not permitted.
418.33 Refund in case of death, incompetence, or disappearance.

ESTABLISHMENT OF AVERAGE YIELDS AND PREMIUM RATES

- 418.34 Determination of farm average yields of wheat per acre.
418.35 Determination of premium rates.
418.36 Average yields and premium rates where farm varies widely in productivity or farming hazards or where tracts of the farm are widely separated.
418.37 Average yields and premium rates for special farming practices.

GENERAL

- 418.38 Meaning of terms.
418.39 Restriction on purchase and sale of wheat by the Corporation.
418.40 Records and access to farm.

- Sec.
418.41 Review of determinations of State and county committees.
418.42 Applicant's warranties; voidance for fraud.
418.43 Modification of insurance contract.
418.44 Fractional units in acres and yields.
418.45 Closing dates.
418.46 Maturity dates for payment of annual installments on premium notes.

AUTHORITY: §§ 418.1 to 418.46, inclusive, issued under secs. 506 (e), 507 (c), 508, 509, 516 (b); 52 Stat. 73, 74, 75, 77; 7 U.S.C. 1506 (e), 1507 (c), 1508, 1509, 1516 (b), as amended by 52 Stat. 835, 55 Stat. 255, and Pub. Law 551, 78th Cong., approved Dec. 23, 1944; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783.

MANNER OF OBTAINING INSURANCE

§ 418.1 *Availability of wheat crop insurance.* (a) Wheat crop insurance under contracts covering the 1946, 1947 and 1948 crop years will be provided in accordance with this part. The coverage per acre of wheat crop insurance will be 50 or 75 percent of the average yield of wheat for the farm.

(b) Insurance will not be provided in any county unless written applications for insurance on crops authorized to be insured are filed covering at least fifty farms, or one-third of the farms normally producing these crops, except that insurance may be provided for producers on farms situated in a local producing area bordering on a county with a crop insurance program.

§ 418.2 *Application for insurance.* Application for insurance, on a form prescribed by the Corporation, may be made by any person to cover his interest as landlord, owner, tenant, or sharecropper, in a wheat crop. An application shall cover the applicant's interest in the wheat crop on all insurance units located, or considered for crop insurance purposes to be located, in the county or, where applicable, on all insurance units in the local producing area, in which the applicant has an interest at the time of the seeding of the wheat crop to be harvested in any of the three years covered by this part. Applications shall be submitted to the office of the county association on or before the applicable closing date shown in § 418.45.

§ 418.3 *Acceptance of applications by the Corporation; cancellation of insurance contract.* (a) Upon acceptance of an application by a duly authorized representative of the Corporation, the insurance contract shall be in effect, *Provided:* Such application is submitted in accordance with the provisions of the application and of this part, including any amendments thereto. The applicant's copy of the accepted application shall be mailed to him.

(b) The Corporation reserves the right to reject any application for insurance with respect to any one or more of the insurance units covered by the application, or to limit the insurance on the applicant's interest in any insurance unit covered by the application to 50 percent of the average yield for such unit.

(c) Insurance contracts covering farms situated in a local producing area

shall be handled in the office of the county association of an adjoining county with a crop insurance program.

(d) The insured may cancel the insurance contract as it relates to future crops by entering into a new three-year contract, if one is offered, but such cancellation shall be effective only for crop years covered by the new contract. The insured may cancel the insurance contract as it applies to the third year by giving written notice to the Corporation by mail within one year after the closing date as defined in § 418.45 hereof. The Corporation may cancel the insurance contract with respect to any insurance unit in any year by giving written notice to the insured on or before the closing date for such year. In counties where both winter and spring wheat closing dates have been established, the winter wheat closing date shall apply if the insured has seeded any winter wheat for harvest in any of the crop years covered by the contract. If the insured seeds only spring wheat, the spring wheat closing date shall apply.

INSURANCE COVERAGE

§ 418.4 *Insurable and non-insurable farms.* Any farm or part thereof which is designated on the crop insurance listing sheet as "non-insurable," because of the insurance risk involved, shall not be considered in any manner whatsoever under the insurance contract, except as provided in § 418.18 (b) hereof. The Corporation may determine that a farm or part thereof is non-insurable in any crop year, and so designate it on the listing sheet, at any time before the applicable closing date for the filing of applications for insurance for such year. Any farm or part thereof not so designated shall be insurable.

§ 418.5 *Kinds of wheat insured.* The wheat to be insured under the contract will be spring and winter wheat seeded for harvest as grain, as determined by the Corporation: *Provided, however,* That if the application is filed after the applicable closing date for winter wheat, the contract will not cover any acreage of the 1946 spring wheat crop which is seeded on winter wheat acreage, except whole fields of such acreage, or parts of such acreage with definite boundaries, which are reworked and reseeded to spring wheat and a full seeding of spring wheat is made.

In determining production, volunteer wheat, other volunteer small grains, volunteer vetch, and Austrian winter peas growing with the seeded wheat crop, and small grains seeded with the growing wheat crop on acreage not released by the Corporation shall be counted as wheat.

The contract will not provide insurance for volunteer wheat, wheat seeded with a mixture of flax or other small grains, vetch, or Austrian winter peas, or true type winter wheat seeded in the spring.

§ 418.6 *Determination of insured acreage.* Insurance shall not attach with respect to (a) any acreage seeded to wheat which is put to another use before it is too late to reseed to wheat,

as determined by the Corporation, or (b) any acreage seeded to wheat which is destroyed or substantially destroyed before it is too late to reseed to wheat, as determined by the Corporation, and the acreage is left idle or is fallowed until it is too late to reseed to wheat. The insured acreage with respect to each insurance unit shall be either the acreage of wheat seeded for harvest as grain as reported by the insured or the acreage determined by the Corporation as seeded thereon for harvest as grain, whichever the Corporation shall elect: *Provided, however*, That the Corporation reserves the right to limit the acreage to be insured in any year. Promptly after seeding a wheat crop, the insured shall submit to the Corporation, on a form to be prescribed by the Corporation, a separate report of the acreage seeded to wheat on each insurance unit in which he has an interest at the time of seeding and his interest at the time of seeding in the wheat seeded for harvest as grain.

§ 418.7 *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the wheat is seeded. Insurance shall cease with respect to any portion of the wheat crop covered by the insurance contract upon threshing (unless combined and field-sacked and remaining in the field, in which event the insurance shall not cease until 120 hours thereafter) or removal from the insurance unit, but in no event shall the insurance remain in effect later than October 31 of each year, unless such time is extended in writing by the Corporation.

§ 418.8 *Insured production.* The insured production for each insurance unit for each year under the contract shall be the number of bushels of wheat determined by multiplying the insured acreage by the average yield per acre, by the insured percentage (50 or 75 percent), and by the insured interest in the crop at the time of seeding. If more than one average yield has been established for the insurance unit, the insured production shall be computed separately, using the applicable acreage for each yield, and the total of such computed amounts shall be the insured production for the insurance unit.

§ 418.9 *Wheat seeded for purposes other than grain.* If the insured seeds only a part of his wheat for harvest as grain in any year of the contract he shall submit to the county committee with his acreage report of wheat seeded, a designation of any acreage seeded for purposes other than harvest as grain. Upon receipt of this designation and with the approval of the Corporation, the acreage used in computing the premium and insured production will not include such acreage. However, the total production from any wheat threshed from such acreage shall be considered as wheat produced on the insured acreage in determining a loss under the contract.

§ 418.10 *Causes of loss insured against.* The insurance contract shall cover loss in yield of wheat due to unavoidable causes, including drought, flood, hail, wind, frost, winter-kill,

lightning, fire, excessive rain, snow, wild-life, hurricane, tornado, insect infestation, plant disease, and such other unavoidable causes as may be determined by the Board of Directors of the Corporation.

§ 418.11 *Causes of loss not insured against.* The contract shall not cover damage to quality in any case, or loss in yield caused by the neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand, nor shall it cover losses caused by theft, domestic animals (including poultry), use of defective or unadapted seed, overpasture, overseeding or seeding on land of poorer average quality for the production of wheat than the average quality of the land considered in establishing the average yield for the insurance unit, failure properly to prepare the land for seeding, or properly to seed, care for, or harvest and thresh the insured crop, including any loss due to breakdown of machinery or equipment, failure to follow established good farming practices, or by following different fertilizer or farming practices than those considered in establishing the average yield, or by failure to reseed the wheat in areas and under circumstances where the Corporation determines it is practicable to reseed. In addition, where insurance is written on an irrigated basis, the contract shall not cover losses caused by failure properly to apply irrigation water to wheat in proportion to the amount of water available for all irrigated crops, failure of irrigation equipment due to mechanical defects, failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells, or any other such loss not due entirely to unavoidable causes. Likewise, the contract shall not cover loss in yield caused by inability to obtain labor, fertilizer, machinery, repairs, or insect poisons, as a result of war or other conditions.

PREMIUM FOR INSURANCE CONTRACT

§ 418.12 *Amount of annual premium.* (a) Each annual premium for each insurance unit under the contract shall be the number of bushels of wheat determined by multiplying the insured acreage of wheat for the insurance unit by the premium rate per acre and by the insured interest in the crop at the time of seeding. If more than one premium rate has been established for the insurance unit, a premium shall be computed separately using the applicable acreage for each rate, and the total of the amounts so computed shall be the premium for the insurance unit. The annual premium for the insurance contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the wheat crop on such acreage is seeded. The minimum annual premium payable by the insured with respect to any insurance contract shall be two bushels of wheat.

(b) In any area designated by the Corporation, the insured's annual pre-

mium may be reduced in any year not to exceed 50 percent, if it is determined by the Corporation, from a comparison of the insured production with the accumulated balance of premiums paid over indemnities received on consecutively insured crops for the years during which insurance was available (beginning with the 1939 crop), that the risk on wheat crops produced by the insured justifies such reduction: *Provided, however*, That the Corporation may determine that the premium rates for all insurance units in any or all such areas shall be adjusted to compensate for such reductions. Failure to apply for insurance in any year shall render any person ineligible for the benefits of this paragraph on the basis of any accumulated balance of premiums previously paid, if insurance is offered in the county in which such person's farm is located and even though insurance may not be provided in the county during such year because of the limitation in § 418.1 (b) hereof. Nothing in this provision shall create in the insured any right to a reduced premium as a result of the total premiums he has paid exceeding the total indemnities he has received.

(c) The insured's annual premium payment may be reduced 10 percent in 1946 or in any subsequent year immediately following five wheat crops (beginning with the 1939 or any subsequent crop) covered by insurance (which must be consecutive crops if insurance was available), which have been produced by him in the county without a loss for which an indemnity was paid: *Provided, however*, That this provision shall not apply when the premium rate is reduced pursuant to paragraph (b) of this section: *Provided, further*, That failure to apply for insurance in any year when insurance is offered in the county shall render a person ineligible for the benefits of this paragraph even though insurance may not be provided in the county during such year because of the limitation in § 418.1 (b) hereof.

§ 418.13 *Manner of payment of premium.* (a) Each applicant for insurance shall sign a note in the form and manner prescribed by the Corporation. Such note shall represent a promise to pay the Corporation the total premium for all insurance units covered by the insurance contract and each annual installment of such premium shall be payable on or before the maturity date specified in § 418.46 hereof. Each annual installment or unpaid portion thereof shall bear interest after maturity at the rate of one-half of one percent for each full calendar month or fraction thereof, except that no interest shall be charged on any amount paid within two calendar months after maturity.

(b) Payment on any such installment may be made in whole or in part before maturity either in wheat or cash, or both. After maturity, payment may be made only in cash. In connection with any payment before maturity, there shall be credited on the installment the number of bushels of wheat computed by dividing the payment made (the proceeds of the sale of wheat if wheat is paid) by the cash equivalent price per

bushel for the date of payment. The amount of any such installment due at maturity shall be the cash equivalent thereof based on the cash equivalent price per bushel applicable for such maturity date.

(c) Any unpaid amount of any installment (either before or after the date of maturity) may be deducted from any indemnity payable under the contract, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture or the War Food Administration. Where any such deduction is made before the date of maturity, the cash equivalent of the deduction will be based on the cash equivalent price used in computing the indemnity payment or the cash equivalent price determined by the Corporation to be in effect on the day the county committee approves such loan or other payment, whichever is applicable. Such price shall also be used in determining the number of bushels of wheat to be credited on the note.

(d) Payments in cash shall be made by means of cash or by check, money order, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection, and payments tendered shall not be regarded as paid unless collection is made. When a payment is made in wheat, it shall be by means of an instrument acceptable to the Corporation representing salable wheat.

LOSS

§ 418.14 *Notice of loss or damage of wheat crop.* Unless otherwise provided by the Corporation, if a loss is probable, notice in writing shall be given the Corporation at the office of the county association immediately after any material damage to the insured crop and before the crop is harvested, removed, or any other use is made of it. Any such notice shall be given in time to allow the Corporation to make appropriate inspection.

§ 418.15 *Released acreage.* Any insured acreage on which the wheat crop has been destroyed or substantially destroyed may be released by the Corporation for planting a substitute crop or to be put to another use. The wheat crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the farm is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof.

Before any acreage is released it shall be inspected and an appraisal made of the yield that would be realized if the crop on such acreage remained for harvest. Any such appraisal shall be subject to the minimum set forth in § 418.18 (a) hereof. For the purpose of determining the minimum appraisal, any acreage which, after harvest of wheat has started in the area in which the farm is located, is released for the planting of a crop shall be regarded as acreage not harvested and not as acreage

released for the planting of a substitute crop. Other small grains seeded on insured acreage which has been released by the Corporation shall be considered as a substitute crop. No insured acreage (unless released and other small grain is seeded thereon) shall be considered as planted to a substitute crop or put to another use as long as any wheat on such acreage remains for harvest. Legumes and perennial grasses seeded with the wheat or in the growing wheat crop shall not be considered as a substitute crop. Any such legumes or perennial grasses which result in damage to the wheat crop shall be subject to an appraisal of the loss due to such damage.

On any acreage where the wheat has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation.

§ 418.16 *Time of loss.* Loss, if any, shall be deemed to have occurred at the completion of threshing of the crop (unless combined and field-sacked and remaining in the field, in which event the loss shall be deemed to have occurred 120 hours thereafter) or October 31 of each year (unless such time is extended by the Corporation), whichever occurs first, unless the Corporation determines that the wheat crop was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date so determined by the Corporation.

§ 418.17 *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation, on a form and in the manner prescribed by the Corporation, a statement in proof of loss containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time is extended in writing by the Corporation. It shall be a condition precedent to any liability under the insurance contract that the insured establish that any loss for which claim is made has been directly caused by one or more of the hazards insured against by the insurance contract during the term of the contract, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the hazards not insured against by the insurance contract.

§ 418.18 *Amount of loss.* (a) The amount of loss for which indemnity will be payable with respect to any insurance unit will be the amount of the insured production under the contract for such insurance unit, less the product of the insured interest and the total production for such unit: *Provided, however,* That if the seeded acreage on the insurance unit exceeds the insured acreage on such unit, as determined by the Corporation, the loss for which indemnity will be payable shall be computed by apportioning the production on the seeded acreage to determine the production applicable to the insured acreage: *Provided, further,* That, if separate yields and rates are es-

tablished for parts of the insurance unit or if the insured has different shares in parts of the wheat on the insurance unit, such apportionment may, if the Corporation so elects, be made on the basis of the ratio of the premium for the insured acreage to the premium computed for the seeded acreage. Such total production shall include:

(1) Wheat produced from any acreage of the wheat crop which was threshed (not including wheat produced from acreage released as provided in subparagraph (3) below);

(2) Wheat production appraised for acreage of the wheat crop which was not threshed but which was harvested as grain;

(3) The appraised production for any acreage of the wheat crop which is released by the Corporation before harvest of wheat has started in the area, and seeded to a substitute crop, which appraised production shall not be less than 50 percent of the product of (i) such acreage, (ii) the average yield, and (iii) the insured percentage;

(4) The appraised production for any acreage of wheat that is not harvested (except the acreage covered in subparagraph (3) above), which appraised production shall not be less than 20 percent of the product of (i) such acreage, (ii) the average yield, and (iii) the insured percentage, or 5 bushels per acre, whichever is the smaller;

(5) The appraised production for any portion of the insured wheat acreage that is planted to a substitute crop or put to another use without the consent of the Corporation, which appraised production shall not be less than the product of (i) such acreage, (ii) the average yield, and (iii) the insured percentage;

(6) The appraised production for any acreage seeded for harvest as grain that is released and cut for hay, which appraised production shall not be less than 20 percent of the product of (i) such acreage, (ii) the average yield, and (iii) the insured percentage, or 5 bushels per acre, whichever is the smaller;

(7) A number of bushels of wheat which the Corporation determines will result in indemnifying the insured for the amount that the production threshed from any wheat acreage lacks of having a value of 50 percent of the current local value of a number of bushels of wheat (of the class and grade established for the payment of the premium) equal to the smaller of (1) the number of bushels of such production threshed, or (2) the insured production for the insurance unit minus the sum of the actual production of wheat and all production of wheat appraised for other reasons;

(8) The appraised number of bushels by which production on any acreage has been reduced solely because of any cause not insured against, which number of bushels shall not be less than the product of (i) such acreage, (ii) the average yield, and (iii) the insured percentage, minus any quantity of wheat harvested from such acreage; and

(9) The appraised number of bushels by which production on any acreage has been reduced because of any cause not insured against, where damage on such acreage has resulted from a cause in-

sured against and a cause not insured against.

(b) Where the insured fails to establish and maintain separate records of acreage or production for the component parts of a combination of two or more insurance units or portions thereof, the insurance with respect to such units under the contract may be voided by the Corporation for the year in question and the premium forfeited by the insured: *Provided, however,* That if all the component parts of the combination are insured, the total of the insured production for the component parts shall be considered as the insured production for the combination, and any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records of acreage or production for non-insurable acreage and for one or more insurance units or portions thereof, any production from the non-insurable acreage which is commingled with the production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the year in question and the premium forfeited by the insured.

PAYMENT OF INDEMNITY

§ 418.19 *When indemnity payable.* The amount of loss for which the Corporation may be liable with respect to any insurance unit covered by the insurance contract shall be payable within thirty days after satisfactory proof of loss is approved by the Corporation. However, if payment of any indemnity is delayed for any reason beyond the time specified, the Corporation shall not be liable for interest or damages on account of such delay.

§ 418.20 *Indemnity payment.* (a) Any indemnity due under the insurance contract will be paid by the issuance of a certificate of indemnity which shall bear an expiration date. Settlement under such certificate will be made in cash or wheat in accordance with this part. Such certificate may also be used to obtain a loan from the Commodity Credit Corporation, if loans on certificates of indemnity are available, in accordance with instructions issued by the Commodity Credit Corporation.

(b) In case of a cash settlement under a certificate of indemnity, the cash equivalent of the indemnity shall be the number of bushels of wheat specified in the certificate of indemnity multiplied by the cash equivalent price per bushel for the day the certificate of indemnity is received in the branch office of the Corporation for cash settlement, or the expiration date of the certificate, whichever occurs first. A cash settlement under a certificate of indemnity made more than 14 days after the issuance of the certificate shall be subject to a deduction for a reasonable charge for storage and handling and the schedule of such charges shall be shown on the certificate of indemnity.

(c) Any indemnity payable under an insurance contract shall be paid to, and settlement under the certificate of indemnity made with, the insured or such other person as may be entitled to the benefits of the insurance contract under the provisions of this part, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof be a proper party to any suit or action with reference to such indemnity or the proceeds thereof nor be bound by any judgment, order, or decree rendered or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order, or decree, pay or cause to be paid, to any person other than the insured or other person entitled to the benefits of the insurance contract, any indemnity payable, or any amount due in settlement of any certificate of indemnity in accordance with the provisions of the insurance contract. Nothing herein contained shall excuse any person entitled to the benefits of the insurance contract from full compliance with, or performance of, any lawful judgment, order or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses on farms in such county.

§ 418.21 *Adjustment in connection with indemnity payments.* Where an adjustment is made in the amount of an indemnity, settlement for such adjustment may be made on the basis of a cash equivalent price per bushel other than that used in making settlement under the certificate of indemnity originally issued.

§ 418.22 *Other insurance.* If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the insurance contract on the crop or portion thereof covered in whole or in part by such insurance contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer. In any case where an indemnity is paid to the insured by another Government agency because of damage to the wheat crop, the Corporation reserves the right to determine its liability under the insurance contract taking into consideration the amount paid by such other agency.

§ 418.23 *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the in-

sured shall execute all papers required and shall do everything that may be necessary to secure such rights.

§ 418.24 *Creditors.* An interest existing by virtue of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or any other process shall not be considered an interest in an insured crop within the meaning of this part.

PAYMENT OF INDEMNITY TO PERSONS OTHER THAN ORIGINAL INSURED

§ 418.25 *Indemnities subject to all provisions of insurance contract.* Indemnities payable to any person shall be subject to all provisions of the insurance contract, including the right of the Corporation to deduct from any such indemnity the unpaid amount of the note of the original insured for the payment of the earned premium or any other obligation of the insured to the Corporation: *Provided, however,* That in case of a transfer of an interest in an insured crop, such deduction to be made from an indemnity payable to the transferee shall not exceed the premium due on the insurance unit or units involved in the transfer, plus the unpaid amount of any other obligation of the transferee to the Corporation. Any indemnity payable to any person other than the original insured as a result of a transfer, or otherwise, shall be subject to any collateral assignment of the insurance contract by the original insured.

§ 418.26 *Collateral assignment of right under insurance contract.* The right to an indemnity under an insurance contract may be assigned by the original insured as collateral security for a loan or other obligation of such insured. Such assignment shall be made by the execution of a form prescribed by the Corporation and, upon approval thereof by the Corporation, the interests of the assignee will be recognized if an indemnity is payable under the insurance contract, to the extent of the amount determined to be the unpaid balance of the amount (including interest and other charges) for which such assignment was made as collateral security: *Provided, however,* That (a) payment of any indemnity will be subject to all conditions and provisions of the insurance contract and to any deductions authorized under § 418.25 hereof, and (b) payment of the indemnity may be made by check payable jointly to all persons entitled thereto and such payment shall constitute a complete discharge of the Corporation's obligation with respect to any loss under the insurance contract. The Corporation's approval of an assignment shall not create in the assignee any right other than that derived from the assignor. The Corporation shall in no case be bound to accept notice of any assignment of the insurance contract, and nothing contained in any assignment shall give any right against the Corporation to any person other than the insured, except to an assignee approved by the Corporation. Only one such assignment will be recognized in connection with the insurance contract, but if an

assignment is released, a new assignment of the right to an indemnity under the insurance contract may be made.

§ 418.27 *Payment to transferee.* In the event of a transfer of all or a part of the insured interest in a wheat crop before the beginning of harvest or the time of loss, whichever occurs first, the transferor shall immediately notify the Corporation thereof in writing at the office of the county association. The transferee under such a transfer shall be entitled to the benefits of the insurance contract with respect to the interest so transferred, subject to any assignment made by the original insured in accordance with § 418.26 hereof: *Provided, however,* That an involuntary transfer of an insured interest in a wheat crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the insurance contract: *Provided, further,* That the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place. If, as a result of any such transfer, diverse interests appear with respect to any insurance unit, the indemnity, if any, payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the insurance contract.

§ 418.28 *Death, incompetence, or disappearance of insured.* (a) If the insured dies, is judicially declared incompetent, or disappears, before the time of loss, and his insured interest in a wheat crop is a part of his estate at such time, or if the insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified, the indemnity shall be paid to the persons beneficially entitled to share in the insured's interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however,* That, if the indemnity represents a number of bushels of wheat, the cash equivalent of which exceeds \$500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If the insured dies, is judicially declared incompetent, or disappears before the time of loss, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in § 418.27.

(c) If an applicant for insurance or the insured, as the case may be, dies, is

judicially declared incompetent, or disappears, before any wheat crop intended to be covered by insurance is seeded, whoever succeeds him on the farm with the right to seed the wheat crop as his heir or heirs, administrator, executor, guardian, committee, or conservator shall be substituted for the original applicant upon filing with the office of the county association, within fifteen days (unless such period is extended by the Corporation) after the date of such death, judicial declaration, or termination of the period which establishes disappearance within the meaning of this part, or before the date of the beginning of seeding, whichever is earlier, a statement in writing, in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant arising out of such application. If no such statement is filed, as required by this paragraph, the original application or insurance contract, as the case may be, shall be void.

(d) The insured shall be deemed to have disappeared within the meaning of this part if he fails to file with the county committee written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the address given in the statement in proof of loss or after such loss has been established otherwise, whichever is earlier.

§ 418.29 *Fiduciaries.* Any indemnity payable under an insurance contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity and settlement under the certificate of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. If there is no succeeding fiduciary, payment of the indemnity shall be made to, and settlement under the certificate of indemnity shall be made with, the persons beneficially entitled under the regulations in this part to the insured interest in the crop, to the extent of their respective interests, upon proper application and proof of the facts: *Provided, however,* That the settlement may be made with any one or more of the persons so entitled, and payment may be made to such person or persons in behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized by the other interested persons to receive such payment.

§ 418.30 *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a portion of the wheat crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the regulations in this part will be made only after the facts have been established to the satisfaction of the Corporation. The termination of the Corporation as to

the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of any indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

REFUNDS OF EXCESS NOTE PAYMENTS

§ 418.31 *Refunds of excess note payments.* Before expiration of the insurance contract, the Corporation shall not be required to make a refund of any excess payment made on any annual installment of the premium, and any such excess payment may be credited on remaining installments. However, the Corporation may elect to make such refund at any time before the expiration of the insurance contract. If a refund is to be made of any excess payment received before the maturity date of any installment, the cash equivalent of such refund shall be determined on the basis of the number of bushels of wheat to be refunded and the cash equivalent price for the appropriate class and grade of such wheat effective for the date such payment was submitted to the Corporation. If more than one payment is made on any installment of the crop insurance premium, the payments shall be applied in the order of submittal to the Corporation. In computing the amount of any refund, the payments shall be considered in their inverse order and each such payment or portion thereof shall be regarded as a separate payment in determining the cash equivalent of the refund. Refunds of excess payments received after the maturity of any annual installment of the crop insurance premium shall be refunded in the actual amount of money paid to the Corporation in excess of that determined to be necessary to pay such installment.

There shall be no refund of an amount less than \$1.00, with respect to payments made either before or after the maturity of any installment, unless written request for such refund is received by the Corporation within one year after the expiration of the contract.

§ 418.32 *Assignment or transfer of claims for refunds not permitted.* No claim for a refund, or any part or share thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment of the insurance contract or any transfer of interest in any wheat crop covered by the insurance contract. Refund of any excess note payment will be made only to the person who made such payment, except as provided in § 418.33.

§ 418.33 *Refund in case of death, incompetence, or disappearance.* In any case where a person who is entitled to a refund of a payment has died, has been judicially declared incompetent, or has disappeared, the provisions of § 418.28 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

ESTABLISHMENT OF AVERAGE YIELDS AND PREMIUM RATES

§ 418.34 *Determination of farm average yields of wheat per acre.* The Corporation shall establish average yields of wheat for farms on the basis of the recorded or appraised yields for a representative period of years and shall, where necessary, adjust such yields so that the average yields for farms in the same area which are subject to the same conditions shall be fair and just.

§ 418.35 *Determination of premium rates.* The Corporation shall establish premium rates for all farms for which average yields are established and such rates shall be those deemed adequate to cover claims for wheat crop losses and to provide a reasonable reserve against unforeseen losses.

§ 418.36 *Average yields and premium rates where farm varies widely in productivity or farming hazards or where tracts of the farm are widely separated.* If the land comprising any farm consists of tracts varying widely in productivity, topography, or farming hazards, or if tracts of the farm are widely separated, separate average yields and premium rates may be established by the Corporation for such tracts on the basis of appraisal, taking into consideration the yield data available.

§ 418.37 *Average yields and premium rates for special farming practices.* In areas where farming practices are followed which are determined by the Corporation to be special practices, yields and premium rates may be established for each special practice for the county or administrative area and for individual insurance units. The yield and premium rate thus established for the insurance unit(s) shall apply to the acreage of wheat seeded on the insurance unit in accordance with the special farming practices on the insurance unit(s).

GENERAL

§ 418.38 *Meaning of terms.* For the purpose of the Wheat Crop Insurance Program, the term:

(a) "Average yield" means the average yield of wheat per acre established by the Corporation for each insurance unit.

(b) "Cash equivalent price per bushel" means the net price per bushel of wheat established by the Corporation for the area in which the insurance unit is located on the basis of the price of wheat at the basic market designated by the Corporation for the area, with differentials for the location of the area in which the insurance unit is situated.

(c) "Corporation" means the Federal Crop Insurance Corporation.

(d) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(e) "County association" means the County Agricultural Conservation Association in the county.

(f) "County committee" means the County Agricultural Conservation Committee for the county.

(g) "Crop insurance listing sheet" means the form prescribed by the Corporation for the purpose of maintaining

a record of insurance units, yields and rates, and any other related information with respect to such insurance units. The crop insurance listing sheet is on file in the office of the county association and is open to inspection by any producer whose farm is listed thereon.

(h) "Crop year" means the period within which the wheat crop is seeded and normally harvested, and shall be designated by reference to the calendar year in which the crop is normally harvested.

(i) "Farm" means all adjacent or nearby farm land under the same ownership which is operated by one person, including also: (1) Any other adjacent or nearby farm land which the county committee determines is operated by the same person as part of the same unit with respect to the rotation of crops and with workstock, farm machinery, and labor substantially separate from that for any other lands; and (2) any field-rented tract (whether operated by the same or another person) which, together with any other land included in the farm constitutes a unit with respect to the rotation of crops: *Provided, however,* That for the purpose of determining the minimum participation for a crop insurance program in any county the term "farm" means that acreage of land which constitutes an insurance unit.

A farm shall be regarded as located in the county or administrative area, as the case may be, in which the principal dwelling is situated, or, if there is no dwelling thereon, it shall be regarded as located in the county or administrative area, as the case may be, in which the major portion of the farm is located. In addition, a farm shall be considered to be located in a county for crop insurance purposes if it is listed on the crop insurance listing sheets for such county.

(j) "Harvest" means any mechanical severance from the land of matured wheat for threshing.

(k) "Insurance contract" means the contract of insurance entered into between the applicant and the Corporation by virtue of the application for insurance and this part and any amendments thereto.

(l) "Insurance unit" means all or that portion, as the case may be, of the farm (considered for the purpose of establishing the average yield(s) and premium rate(s)) in which the insured has an interest as a wheat producer at the time of seeding, except that (1) when a part of such land is regularly irrigated and a part is never irrigated, the portion of the land on the farm which is to be irrigated in the current crop year (as shown on the acreage report of the insured) shall constitute one insurance unit and the remainder shall constitute another insurance unit, and (2) when separate yields and rates have been established for widely separated parts of such land, such portions of the land shall constitute separate insurance units: *Provided, however,* That all or any part of such land which is designated on the crop insurance listing sheet in the office of the county association as "non-insurable," because of the insurance risk involved, shall not constitute an insurance unit or any part thereof and shall not be considered in any manner what-

soever under the insurance contract, except as provided in § 418.18 (b).

(m) "Insured interest" means either the insured's reported interest in the crop at the time of seeding, or the interest which the Corporation determines as the insured's actual interest at the time of seeding, whichever the Corporation shall elect, except that for the purpose of determining loss, the insured interest shall not exceed the insured's actual interest at the time of loss.

(n) "Insured percentage" means the percentage of the average yield of wheat per acre for the insurance unit covered by an insurance contract, and shall be either 50 or 75 percent.

(o) "Local producing area" means any area approved by the Corporation for the purposes of § 418.1 (b) hereof.

(p) "Operator" means a person who as landlord or cash tenant, or standing-rent or fixed-rent tenant, is operating a farm, or who as a share tenant is operating a whole farm.

(q) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a State, a political subdivision of a State, or any agency thereof.

(r) "Premium rate" means the premium rate per acre established by the Corporation for insurance on wheat.

(s) "Sharecropper" means a person who works a farm in whole or in part under the general supervision of the operator and is entitled to receive for his labor a share of the wheat crop thereon or of the proceeds therefrom.

(t) "State committee" means the State Agricultural Conservation Committee for the State.

(u) "State Director" means the representative of the Corporation in the operation of the crop insurance program in the State.

(v) "Tenant" means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment, or a share of the crop or proceeds therefrom), and is entitled under a written or oral lease or agreement to receive all or a share of the crop or proceeds therefrom produced on such land.

§ 418.39 *Restriction on purchase and sale of wheat by the Corporation.* The restriction on the purchase and sale of wheat, as provided in section 508 (d) of the Federal Crop Insurance Act, as amended, reads in part as follows:

Insofar as practicable, the Corporation shall purchase the agricultural commodity only at the rate and to a total amount equal to the payment of premiums in cash by farmers or to replace promptly the agricultural commodity sold to prevent deterioration; and shall sell the agricultural commodity only to the extent necessary to cover payments of indemnities and to prevent deterioration: *Provided, however,* That nothing in this section shall prevent prompt offset purchases and sales of the agricultural commodity for convenience in handling. Nothing in this section shall prevent the Corporation from accepting, for the payment of premiums, notes payable in the commodity insured, or the cash equivalent, upon such security as may be determined pursuant to subsection (b) of this section, and from purchasing the quantity of the commodity rep-

resented by any of such notes not paid at maturity.

§ 418.40 *Records and access to farm.* For the purpose of enabling the Corporation to determine the loss, if any, that may have occurred under the insurance contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all wheat produced on each insurance unit covered by the insurance contract. Such records shall be made available for examination by the Corporation, and as often as may reasonably be required, any person or persons designated by the Corporation shall have access to the farm. (See § 418.18 (b) hereof.)

§ 418.41 *Review of determinations of State and county committees.* Any determination by a State or county committee shall be subject to review and approval or revision by duly authorized representatives of the Corporation.

§ 418.42 *Applicant's warranties; voidance for fraud.* In applying for insurance the applicant warrants that the information, data, and representations submitted by him in connection with the insurance contract are true and correct, and are made by him, or by his authority, and shall be taken as his act. The insurance contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the insurance contract, the subject thereof, or his interest in the wheat crop covered thereby, or if the insured shall neglect to use all reasonable means to produce, care for or save the wheat crop covered thereby, whether before or after damage has occurred, or if the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

§ 418.43 *Modification of insurance contract.* No notice to any county committee or representative of the Corporation or knowledge possessed by any such county committee or representative or by any other person shall be held to effect a waiver of or change in any part of the insurance contract or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the insurance contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding, on the part of the Corporation or of its representatives, relating to appraisal or to any examination herein provided for.

§ 418.44 *Fractional units in acres and yields.* Fractions of yields per acre and premium rates shall be rounded to the nearest tenth of a bushel. Fractions of acres representing total acres of wheat

shall be rounded to the nearest tenth of an acre. Computations shall be carried to one digit beyond the digit that is to be rounded. If the extra digit computed is 1, 2, 3, or 4, the rounding shall be downward. If the extra digit computed is 6, 7, 8, or 9, the rounding shall be upward. If the extra digit computed is 5, the computation shall be carried to another digit. If the two extra digits are 50, the rounding shall be downward, and if the two extra digits are 51 or any higher figure, the rounding shall be upward.

§ 418.45 *Closing dates.* (a) For winter wheat: The closing dates for submission of applications to cover the winter wheat crop shall be the earlier of (1) the date of the beginning of seeding of the wheat crop, or (2) the applicable calendar date below:

August 31, 1945, for Arizona, Arkansas, Colorado, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, South Dakota, Texas, Utah and Wyoming;

September 15, 1945, for Illinois, Indiana, Michigan, New Jersey, New York, Ohio, Pennsylvania, and Wisconsin; and

September 30, 1945, for California, Delaware, Idaho, Kentucky, Maryland, North Carolina, Oregon, Tennessee, Virginia, Washington, and West Virginia.

(b) For spring wheat: The closing dates for submission of applications to cover the spring wheat crop shall be the earlier of (1) the date of the beginning of seeding of the wheat crop, or (2) the applicable calendar date below:

April 10, 1946, for Montana, North Dakota, and all counties in Minnesota lying north of Traverse, Grant, Douglas, Todd, Mille Lacs, Kanabec, and Pine counties;

March 31, 1946, for all remaining counties in Minnesota, and for South Dakota and Wisconsin; and

March 15, 1946, for all other States, except California, for which the spring wheat closing date shall be September 30, 1945.

§ 418.46 *Maturity dates for payment of annual installments on premium notes.* The maturity dates by States for the payment of annual installments on notes shall be as follows:

June 30 for Arizona, Arkansas, Delaware, Illinois, Indiana, Kansas, Kentucky, Maryland, Missouri, North Carolina, Ohio, Oklahoma, Tennessee, Texas, Virginia, and West Virginia;

July 31 for California, Colorado, Iowa, Michigan, Nebraska, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Wisconsin, and Wyoming; and

August 31 for Idaho, Minnesota, Montana, Nevada, North Dakota, South Dakota, Utah, and Washington.

NOTE: The record keeping requirements of these regulations have been approved by, and subsequent reporting requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on June 1, 1945.

[SEAL]

E. R. DUKE,
Chairman.

Approved: June 12, 1945.

WILSON COWEN,
Assistant War Food Administrator.

[F. R. Doc. 45-10290; Filed, June 12, 1945;
3:31 p. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 131]

PART 1430—SUGAR

DISTRIBUTION OF DIRECT CONSUMPTION SUGAR

The fulfillment of requirements for the defense of the United States has resulted in a shortage in the supply of sugar for defense, for private account, and for export, and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 1430.8 *Restrictions on the distribution of direct consumption sugar—(a) Definitions.* (1) "Sugar" means any grade or type of saccharine product derived from sugarcane or sugar beets, which contains sucrose, dextrose, or levulose, including any sugar principally not of crystalline structure which contains non-sugar solids (excluding any foreign substances that may have been added), equal to six percentum or less of the total soluble solids. The term "sugar" shall not include syrup of cane juice, produced from sugarcane grown in the 48 States or the District of Columbia.

(2) "Direct consumption sugar" means any sugar which is not to be further refined or otherwise improved in quality.

(3) "Primary distributor" means any person who manufactures direct consumption sugar, or who imports or brings direct consumption sugar into the 48 States or the District of Columbia for distribution therein.

(4) "Quota period" means any period of time for which the Director has established a quota for the delivery of direct consumption sugar by a primary distributor.

(5) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not.

(6) "Director" means the Director of Marketing Services, War Food Administration.

(b) *Deliveries.* (1) No primary distributor shall, during any quota period, deliver or offer to deliver direct consumption sugar in excess of his quota for such period.

(2) The delivery of direct consumption sugar by any primary distributor during any quota period, in excess of such distributor's quota for such period, shall be charged against such distributor's quota for any subsequent quota period and shall also subject such distributor to such other action or proceedings as may be prescribed by law.

(c) *Quotas.* (1) The Director is authorized to establish, adjust, revise, and, subject to applicable procedure, suspend or revoke quotas for the delivery of direct consumption sugar by any primary distributor. In establishing quotas, the Director shall take into consideration (i) the primary distributor's deliveries of direct consumption sugar during previous periods, (ii) the total amounts of sugar available for distribution, (iii) the requirements of particular areas of the United States for direct consumption

sugar, and (iv) any other facts which the Director may deem material.

(2) The Director may establish separate quotas as between deliveries for civilian consumption and deliveries to governmental agencies, direct or indirect.

(d) *Transfer between branches, departments or plants.* The transfer of direct consumption sugar between units, departments, branches, plants, or companies owned, controlled, or directed by the same person but engaged in separate activities as primary distributors, refiners, or manufacturers of products containing sugar, shall constitute delivery within the meaning of this order.

(e) *Records and reports.* (1) The Director shall be entitled to obtain such information from and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(2) Every person subject to this order shall, for at least two years or for such other period of time as the Director may designate, maintain an accurate record of his transactions in direct consumption sugar.

(f) *Existing contracts.* The restrictions of this order shall be observed without regard to existing contracts or any rights accrued or payments made thereunder.

(g) *Audits and inspections.* The Director shall be entitled to make such audits or inspections of the books, records and other writings, premises, or stocks of sugar of any person, and to make investigations as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(h) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator. Petitions shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator, he may, by request addressed to the Order Administrator, obtain a review of such action by the Director. After said review, the Director may take such action as he deems appropriate, which action shall be final.

(i) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using sugar. Any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(j) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any employee of the United States Department of Agriculture any or all of the authority vested in him by this order.

(k) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided, be addressed to the Order Administrator, War Food Order No. 131, Sugar Branch, Office of Marketing Services, War Food Administration, Washington 25, D. C.

(l) *Territorial scope.* This order shall apply within the 48 States and the District of Columbia.

Effective date. This order shall become effective at 12:01 a. m., e. w. t., June 12, 1945.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 12th day of June 1945.

MARVIN JONES,
War Food Administrator.

[F. R. Doc. 45-10324; Filed, June 13, 1945;
11:25 a. m.]

[WFO 131-1]

PART 1430—SUGAR

QUOTAS FOR DIRECT CONSUMPTION SUGAR

Pursuant to the authority vested in me by War Food Order No. 131, and in order to effectuate the purposes thereof, it is hereby ordered as follows:

§ 1430.9 *Establishment of quotas for delivery of direct consumption sugar—*

(a) *Definitions.* (1) "Sugar" means any grade or type of saccharine product derived from sugarcane or sugar beets, which contains sucrose, dextrose, or levulose, including any sugar principally not of crystalline structure which contains non-sugar solids (excluding any foreign substances that may have been added), equal to six percentum or less of the total soluble solids. The term "sugar" shall not include syrup of cane juice, produced from sugarcane grown in the 48 States or the District of Columbia.

(2) "Direct consumption sugar" means any sugar which is not to be further refined or otherwise improved in quality.

(3) "Primary distributor" means any person who manufactures direct consumption sugar, or who imports or brings direct consumption sugar into the 48 States or the District of Columbia for distribution therein.

(4) "Governmental agency" means the Army, Navy, Marine Corps, or Coast Guard of the United States, War Food Administration (including any corporate agency thereof), the War Shipping Administration, the Veterans Adminis-

tration, or any other agency of the United States designated by the Director.

(5) "Authorized purchaser" means any person who delivers sugar or products containing sugar to a governmental agency, or who obtains sugar for export under a license issued by the Foreign Economic Administration.

(6) "Ration evidence" means any written instrument issued by a governmental agency evidencing the right of the holder to a specified amount of sugar to be delivered to such governmental agency or to an authorized purchaser for export, or to be used in manufacturing sugar-containing products for delivery to such governmental agency.

(7) "Person" means any individual, partnership, association, business trust, corporation, or any organized group of persons whether incorporated or not.

(8) "Director" means the Director of Marketing Services, War Food Administration.

(b) *Delivery restrictions.* There are hereby established separate quotas governing the distribution of direct consumption sugar by primary distributors to four types of consumers, as follows:

- (1) War Food Administration;
- (2) Governmental agencies other than War Food Administration and War Shipping Administration;
- (3) Authorized purchasers;
- (4) Civilians.

No primary distributor shall, during any quota period, deliver or offer to deliver direct consumption sugar in excess of his quota for each type of consumer for such period.

(c) *April–September 1945 quotas.* The quota of each primary distributor for delivery to (1) War Food Administration, (2) governmental agencies other than War Food Administration and War Shipping Administration, (3) authorized purchasers, and (4) civilians, respectively, during the quota period April–September 1945, shall be the amount set forth opposite the name of such primary distributor in Appendix A attached hereto and made a part hereof (all amounts are stated in short tons, as delivered).

(d) *Deliveries to authorized purchasers.* Effective July 1, 1945, no primary distributor shall deliver direct consumption sugar to any authorized purchaser unless such authorized purchaser endorses and transfers to the primary distributor the ration evidence issued to such authorized purchaser. Every primary distributor shall retain such ration evidence for submission to the Director upon request. No person shall be entitled to rely upon any such ration evidence if he knows or has reasonable cause to believe it to be false.

(e) *Existing contracts.* The restrictions of this order shall be observed without regard to existing contracts or any rights accrued or payments made thereunder.

(f) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional or unreasonable hardship on him may file a petition for relief with the Order Administrator.

Petitions shall be in writing and shall set forth all pertinent facts and the nature of the relief sought. The Order Administrator may take any action with reference to such petition which is consistent with the authority delegated to him by the Director. If the petitioner is dissatisfied with the action taken by the Order Administrator, he may, by request addressed to the Order Administrator, obtain a review of such action by the Director. After said review, the Director may take such action as he deems appropriate, which action shall be final.

(g) *Violations.* Any person who violates any provision of this order may, in accordance with the applicable procedure, be prohibited from receiving, making any deliveries of, or using sugar. Any person who wilfully violates any provision of this order is guilty of a crime and may be prosecuted under any and all applicable laws. Civil action may also be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(h) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise provided, be addressed to the Order Administrator, War Food Order No. 131-1, Sugar Branch, Office of Marketing Services, War Food Administration, Washington 25, D. C.

(i) *Territorial scope.* This order shall apply within the 48 States and the District of Columbia.

(j) *Effective date.* The provisions of paragraph (d) of this order shall become effective at 12:01 a. m., e. w. t., July 1, 1945. All other provisions of this order shall become effective at 12:01 a. m., e. w. t., June 12, 1945.

NOTE: The record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 12th day of June 1945.

C. W. KITCHEN,
Director of Marketing Services.

APPENDIX A

	War Food Administration	Governmental Agencies other than WFA and WSA	Authorized Purchasers	Civilians
<i>Atlantic and Gulf refiners</i>				
American Sugar Refining Co.	15,000	123,032	51,554	531,801
J. Aron & Co.	1,000	5,517	2,434	25,388
Colonial Sugars, Inc.	4,120	11,124	5,693	56,079
Goichaux Sugars, Inc.	2,500	21,661	9,024	90,289
Henderson Sugar Refinery		7,508	2,804	25,354
Imperial Sugar Co.	2,240	16,014	6,818	69,967
National Sugar Refining Co.	12,000	75,347	32,624	324,108
Pepsi-Cola Co.			5,827	15,180
Refined Syrups & Sugars, Inc.	2,309	12,553	5,551	55,328
Revere Sugar Refinery	2,000	16,979	7,088	73,033
Savannah Sugar Refinery	1,300	21,147	8,384	85,649
South Coast Corporation	1,453	5,635	2,647	24,456
Sterling Sugars, Inc.	1,000	2,659	1,366	14,981
Sucrest Corporation & Affil.				
		24,112		40,046

APPENDIX A—Continued

	War Food Administration	Governmental Agencies other than WFA and WSA	Authorized Purchasers	Civilians
<i>West Coast refineries</i>				
California & Hawaiian Sugar Refining Corp.	5,919	38,479	24,688	272,411
Western Sugar Refinery	5,109	7,721	7,134	78,726
<i>Inland refiners</i>				
Chase Candy Co.			117	1,498
Inland Sugar Co.			199	2,557
Liquid Sugars, Inc.			376	4,829
Realty Operators, Inc.			50	8,407
<i>Beet sugar companies</i>				
Amalgamated Sugar Co.		2,650	3,710	45,563
American Crystal Sugar Co.		2,178	4,368	52,910
Buckeye Sugar Co.			4	43
Franklin County Sugar Co.			129	1,500
Garden City Co.			88	2,901
Great Lakes Sugar Co.			18	217
Great Western Sugar Co.		5,329	14,296	175,590
Holly Sugar Corp.		3,280	4,265	52,389
Isabella Sugar Co.			62	750
Lake Shore Sugar Co.			86	1,059
Layton Sugar Co.			318	3,910
Los Alamitos Sugar Co.		800	448	5,503
Menominee Sugar Co.			17	215
Michigan Sugar Co.			287	3,527
Monitor Sugar Co.			6	69
National Sugar Mfg. Co.			125	336
Southeastern (Franklin County Sugar Co.)				12
Speckles Sugar Co.		4,400	3,099	38,070
Superior Sugar Ref. Co.			124	1,520
Union Sugar Co.			800	622
Utah-Idaho Sugar Co.		1,350	5,801	71,249
<i>Importers of direct-consumption sugar</i>				
Cuban-American Mercantile Corp.			432	1,902
Czarnikow-Rionda Sugar Co.			940	4,139
Dyer Sugar Corp.			394	1,735
Elal Commercial			76	334
Farr & Co.			38	169
M. Golodetz & Co.			38	167
Hershey Sugar Sales Corp.			1,739	7,661
Lamborn & Company, Inc.			645	2,843
Lombard & Co.			266	1,170
Marianao Sugar Trading Corp.			394	1,733
L. W. Minford & Co.			291	1,284
Olavarría & Co.			1,481	6,521
Revere Sugar Refinery			16	70
Mainland cane direct-consumption mills.				(1)

¹Stocks on hand Apr. 1, 1945.

[F. R. Doc. 45-10325; Filed, June 13, 1945; 11:25 a. m.]

[WFO 79-102, Amdt. 11]

PART 1401—DAIRY PRODUCTS

DELEGATION OF AUTHORITY TO MARKET AGENTS IN THE ADMINISTRATION OF WAR FOOD ORDERS FOR THE CONSERVATION AND DISTRIBUTION OF FLUID MILK AND CREAM

Pursuant to War Food Order No. 79, as amended (8 F.R. 12426, 13283, 9 F.R. 4321, 4319, 6982, 9459, 10035, 11990, 10 F.R. 103, 5347), dated September 7, 1943, and to effectuate the purposes thereof, War Food Order No. 79.102, as amended (8 F.R. 16313, 9 F.R. 337, 4321, 4319, 4500, 10241, 11308, 12948, 14007, 14875, 10 F.R. 103, 126, 1854, 3173, 4229), is hereby further amended by deleting in the proviso included in § 1401.135 (b) (3) the numeral "61." and substituting therefor the numeral "92."

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., June 15, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 79-102, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 79-102, as amended, in effect prior to the effective time hereof, shall continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 79, 8 F.R. 12426, 13283; 9 F.R. 4321, 4319, 6982, 9459, 10035, 11990, 10 F.R. 103, 5347)

Issued this 11th day of June 1945.

C. W. KITCHEN,
Director of Marketing Services.

[F. R. Doc. 45-10214; Filed, June 12, 1945; 11:12 a. m.]

Notices

CIVIL AERONAUTICS BOARD.

[Docket No. 221 et al.]

TRANSCONTINENTAL & WESTERN AIR, INC.,
ET AL.; CINCINNATI-NEW YORK, ADDITIONAL SERVICE

NOTICE OF HEARING

In the matter of the application of Transcontinental & Western Air, Inc., et al. for certificates and amendments of certificates of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001, that a hearing in the above-entitled proceeding is assigned to be held on August 10, 1945, at 10 a. m. (eastern war time) in Conference Room A of the Departmental Auditorium, Washington, D. C., before Examiners F. A. Law, Jr., and H. Heinrich Spang.

Dated at Washington, D. C., June 12, 1945.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 45-10317; Filed, June 13, 1945; 11:07 a. m.]

FEDERAL TRADE COMMISSION.

[File No. 21-385]

LOW PRESSURE REFRIGERANTS INDUSTRY

NOTICE OF HEARING WITH RESPECT TO PROPOSED TRADE PRACTICE RULES

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 13th day of June, A. D. 1945.

Opportunity is hereby extended by the Federal Trade Commission to any and all persons, partnerships, corporations, associations, or other parties or groups affected by or having an interest in the

proposed trade practice rules for the low pressure refrigerants industry to present to the Commission their views concerning said rules, including such pertinent information, suggestions, or objections as they may desire to submit, and to be heard in the premises. For this purpose they may obtain copies of the proposed rules upon application to the Commission. Such views, information, suggestions, or objections may be submitted by letter, memorandum, brief, or other communication, to be filed with the Commission not later than June 28, 1945. Opportunity to be heard orally will be afforded at the hearing beginning at 10 a. m., June 28, 1945, in Room 532, Federal Trade Commission Building, Pennsylvania Avenue at Sixth Street N. W., Washington, D. C., to any such persons, partnerships, corporations, associations, or other parties or groups desiring to appear and be heard. Upon due consideration of all matters presented in writing or orally, the Commission will proceed to final action on the proposed rules.

By the Commission.

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-10315; Filed, June 13, 1945;
11:06 a. m.]

[Docket No. 5286]

ANTI-CO-RODE LABORATORIES

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 12th day of June, A. D. 1945.

In the matter of Benjamin L. Fry, an individual trading as Anti-Co-Rode Laboratories.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Randolph Preston, a Trial Examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, July 2, 1945, at ten o'clock in the forenoon of that day (central standard time), in Room 516, United States Court House and Custom House, St. Louis, Missouri.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-10338; Filed, June 13, 1945;
11:56 a. m.]

[Docket No. 5289]

UNITED ADVERTISING COMPANIES, INC. AND TALLY SOAP CO.

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 12th day of June, A. D. 1945.

In the matter of United Advertising Companies, Inc., a corporation; and Nelson J. McMahon, individually and as an officer of United Advertising Companies, Inc., doing business as Tally Soap Company.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission,

It is ordered, That Randolph Preston, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, June 25, 1945, at ten o'clock in the forenoon of that day (central standard time), in Room 1123, New Post Office Building, Chicago, Illinois.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the facts; conclusions of facts; conclusions of law; and recommendation for appropriate action by the Commission.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 45-10337; Filed, June 13, 1945;
11:56 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 288, 2d. Amended Special Permit 9]

REFRIGERATION OF SHELL EGGS SHIPPED TO BREAKING OR DRYING PLANTS

Pursuant to the authority vested in me by paragraph (e) of the first ordering paragraph of Service Order No. 288 of February 27, 1945 (10 F.R. 2408), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 288 only insofar as it applies to the furnishing of privately-owned refrigerator cars to any shipper owning the refrigerator cars so furnished, for loading by said shipper with shell eggs in used fibreboard egg cases provided said cars are shipped to breaking and drying plants only, and provided further that the fibreboard cases in which the eggs are packed comply with the provisions of Consolidated Freight Classification No. 16.

This special permit shall become effective at 11:59 p. m., June 10, 1945, and it shall expire at 11:59 p. m., July 10, 1945.

The car order, bill of lading, other shipping papers and the waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of June 1945.

V. C. CLINGER,
Director.

[F. R. Doc. 45-10322; Filed, June 13, 1945;
11:08 a. m.]

[S. O. 314]

UNLOADING OF COIN MACHINES AT LOS ANGELES, CALIF.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 12th day of June, A. D. 1945.

It appearing that cars PFE 41432 and PFE 15559 containing coin machines, now at Los Angeles, California, on a team track of the Union Pacific Railroad Company, shipped by Keystone Moving and Storage Company, Erie, Pa., have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action: *It is ordered*, that:

Coin machines at Los Angeles, California, be unloaded. (a) The Union Pacific Railroad Company, its agents or employees, shall unload forthwith cars PFE 41432 and PFE 15559 containing coin machines now on hand at Los Angeles, California, consigned order—notify Harry H. Johnson.

(b) Said carrier shall notify the Director of the Bureau of Service, Interstate Commerce Commission, Washington, D. C., when such car has been completely unloaded. Upon receipt of such notice this order shall expire. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 911; 49 U.S.C. 1 (10)-(17), 15 (2))

It is further ordered, that this order shall become effective immediately, and that a copy of this order and direction shall be served upon the Union Pacific Railroad Company, and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 45-10320; Filed, June 13, 1945;
11:08 a. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 4983]

GUSTAV EDUARD AHLFF

In re: Trust under the will of Gustav Eduard Ahlff, also known as Gus E. Ahlff, deceased; File D-28-9374; E. T. sec. 12433.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of August Ahlff, Elsie Ahlff Munster, Augusta Ahlff Hiy and William Ahlff, and each of them, in and to the Trust created under the Will of Gustav Eduard Ahlff, also known as Gus E. Ahlff, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

August Ahlff, Germany.
Elsie Ahlff Munster, Germany.
Augusta Ahlff Hiy, Germany.
William Ahlff, Germany.

That such property is in the process of administration by Ralph B. Brown, as Administrator d. b. n., acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Colusa;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10218; Filed, June 12, 1945;
11:22 a. m.]

[Vesting Order 4984]

ERNEST DEMMLER

In re: Estate of Ernest Demmler, deceased; File D-28-9080; E. T. sec. 11625.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Kurt Demmler, Fritz Demmler, Ella Hochsmuth, Tony Voigtlander and Ida Georgi, and each of them, in and to the Estate of Ernest Demmler, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Kurt Demmler, Germany.
Fritz Demmler, Germany.
Ella Hochsmuth, Germany.
Tony Voigtlander, Germany.
Ida Georgi, Germany.

That such property is in the process of administration by Trude Pedersen, also known as Gertrude Pedersen, as Executrix of the Estate of Ernest Demmler, acting under the judicial supervision of the County Court of the State of Oregon, for the County of Washington;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as

may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10219; Filed, June 12, 1945;
11:13 a. m.]

[Vesting Order 4985]

FERDINAND DIETRICH

In re: Estate of Ferdinand Dietrich, deceased; File No. D-28-8898; E. T. Sec. 11108.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Anna Diebold, heirs, names unknown, of Anna Diebold, heirs, names unknown of Rosa Bindenagel, also known as Rosia Bindennagel, deceased, Marie Braunagel and heirs, names unknown of Marie Braunagel, and each of them, in and to the Estate of Ferdinand Dietrich, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Anna Diebold, Germany.
Heirs, names unknown, of Anna Diebold, Germany.
Heirs, names unknown, of Rosa Bindenagel, also known as Rosia Bindennagel, deceased, Germany.
Marie Braunagel, Germany.
Heirs, names unknown of Marie Braunagel, Germany.

That such property is in the process of administration by Ralph Callaghan and August Schultz, as Co-executors, acting under the judicial supervision of the County Court of Custer County, State of Colorado;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien

Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10220; Filed, June 12, 1945;
11:13 a. m.]

[Vesting Order 4986]

FREDERICK OTTO GERBER

In re: Estate of Frederick Otto Gerber, deceased; File D-28-9082; E. T. sec. 11616.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: The sum of \$1,383.44 being the sum payable to Minna Borner under the terms of an agreement executed by Theodore Vogler on December 24, 1942,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely:

National and Last Known Address

Minna, Borner, Germany.

That such property is in the process of administration by O. A. Eastman, as Administrator of the Estate of Frederick Otto Gerber, acting under the judicial supervision of the Circuit Court of the State of Oregon, for the County of Multnomah;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an

appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10221; Filed, June 12, 1945;
11:13 a. m.]

[Vesting Order 4987]

PAULINE A. GIESE

In re: Estate of Pauline A. Giese, deceased; File D-28-9381; E. T. sec. 12447.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Else Ott and Herbert Siebert, and each of them, in and to the Estate of Pauline A. Giese, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals, and Last Known Address

Else Ott, Germany.
Herbert Siebert, Germany.

That such property is in the process of administration by William P. Siebert, 1420 Ninth Street South, St. Petersburg, Florida, as Executor of the Estate of Pauline A. Giese, deceased, acting under the judicial supervision of the Judge's Court of Volusia County, Florida;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold

or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10222; Filed, June 12, 1945;
11:13 a. m.]

[Vesting Order 4988]

H. A. GOTZIAN

In re: Estate of H. A. Gotzian, deceased; File D-28-9320; E. T. sec. 12256.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Bertha Menzel, Anna Elizabeth Breitenstein, Anna Margarethe Bramm, Ida Barbara Penpelmann, and Gustav Gotzian, and each of them, in and to the Estate of H. A. Gotzian, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Bertha Menzel, Eisenach, Germany.
Anna Elizabeth Breitenstein, Eisenach, Germany.
Anna Margarethe Bramm, Eisenach, Germany.
Ida Barbara Penpelmann, Eisenach, Germany.
Gustav Gotzian, Eisenach, Germany.

That such property is in the process of administration by W. F. Hofsteater, as Executor of the Estate of H. A. Gotzian, acting under the judicial supervision of the Superior Court of the State of Washington, in and for the County of Kittitas;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10223; Filed, June 12, 1945;
11:13 a. m.]

[Vesting Order 4989]

BERTA GROTH

In re: Estate of Berta Groth, deceased; File D-28-9432; E. T. sec. 12627.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Richard Heidenreich, or his heirs, and each of them, in and to the Estate of Berta Groth, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Richard Heidenreich, or his heirs, Germany.

That such property is in the process of administration by Emma Groth Miller, as Executrix of the Estate of Berta Groth, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Sacramento;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such

No. 118—8

persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10224; Filed, June 12, 1945
11:14 a. m.]

[Supp. Vesting Order 4990]

CHARLES W. KUHNE

In re: Estate of Charles W. Kuhne, deceased; File D-28-7923; E. T. sec. 8742.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Lena Scheidt, Lisa Loock, Hans Loock, Jr., Ernst Loock, Wilhelm Scheidt, Karl Scheidt, Agnes Timmler, Aenne Frederking, Claire Frederking Boshoven, Mieke Kuhne, Elsa Schwarze, Truda Siemon, Kathe Siemon, Eugenie (Janna) Loock, Dora Loock, Fridel Loock, Lotta Scheidt, Margarete (Gretchen) Scheidt and Tilli Frederking, and each of them, in and to the estate of Charles W. Kuhne, deceased, arising out of the bequests contained in Item Seven (b) 3 of the Will and Item Four of the Codicil of said deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Lena Scheidt, Germany.
Lisa Loock, Germany.
Hans Loock, Jr., Germany.
Ernst Loock, Germany.
Wilhelm Scheidt, Germany.
Karl Scheidt, Germany.
Agnes Timmler, Germany.
Aenne Frederking, Germany.
Claire Frederking Boshoven, Germany.
Mieke Kuhne, Germany.
Elsa Schwarze, Germany.
Truda Siemon, Germany.
Kathe Siemon, Germany.
Eugenie (Janna) Loock, Germany.
Dora Loock, Germany.
Fridel Loock, Germany.
Lotta Scheidt, Germany.
Margarete (Gretchen) Scheidt, Germany.
Tilli Frederking, Germany.

That such property is in the process of administration by Lincoln National Bank and Trust Company, 116 East Berry Street, Fort Wayne, Indiana, as Executor and Trustee of the Estate of Charles W. Kuhne, Deceased, acting under the judicial supervision of the Superior Court No. 2, Allen County, Indiana;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10225; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4991]

LUISE LARSON

In re: Estate of Luise Larson, deceased; File D-28-8484; E. T. sec. 9949.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Helene Rathgeber, Martha Wurster, Emma Herzog, Frieda Herzog, heirs, legatees or personal representatives, names unknown of Marie Zerweckh, deceased, and Frieda Flurer, and each of them, in and to the Estate of Luise Larson, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Helene Rathgeber, Germany.
Martha Wurster, Germany.
Emma Herzog, Germany.
Frieda Herzog, Germany.
Heirs, legatees or personal representatives, names unknown of Marie Zerweckh, deceased, Germany.
Frieda Flurer, Germany.

That such property is in the process of administration by A. W. Marshall and Henry Meyer, as Co-Executors of the Estate of Luise Larson, acting under the judicial supervision of the Probate Court, Luna County, New Mexico;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section

10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10226; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4992]

JOHN P. LOBENHOFFER

In re: Estate of John P. Lobenhoffer, also known as J. P. Lobenhoffer, deceased; File D-66-2037; E. T. sec. 11932.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Sophie Lobenhoffer and Wilhelm Lobenhoffer, and each of them, in and to the Estate of John P. Lobenhoffer, also known as J. P. Lobenhoffer, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Sophie Lobenhoffer, Germany.
Wilhelm Lobenhoffer, Germany.

That such property is in the process of administration by J. Ray Keaton, as Administrator of the Estate of John P. Lobenhoffer, also known as J. P. Lobenhoffer, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Marin.

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein con-

tained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL]

JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10227; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4993]

JOHANN JACOB LUTSCH

In re: Estate of Johann Jacob Lutsch, also known as J. J. Lutsch, deceased; File D-28-9308; E. T. sec. 12275.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Johann Ulrick, and children, names unknown of Anton and Maria Wolf, and each of them, in and to the Estate of Johann Jacob Lutsch, also known as J. J. Lutsch, deceased,

is property payable or deliverable to, or claimed by nationals of a designated enemy country (Germany) namely;

Nationals and Last Known Address

Johann Ulrick, Germany.
Children, names unknown, of Anton and Maria Wolf, Germany.

That such property is in the process of administration by Henry J. Kruger, as Executor of the Estate of Johann Jacob Lutsch, also known as J. J. Lutsch, acting under the judicial supervision of the Probate Court of Fremont County, State of Idaho;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date

hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10228; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4994]

JOSEPH STEVE MAROD

In re: Estate of Joseph Steve Marod, deceased; File No. D-34-960; E. T. Sec. 8465.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Klimasz Janos (John Klimasz), surviving spouse, name unknown, of Klimasz Janos (John Klimasz), child or children, name or names unknown, of Klimasz Janos (John Klimasz), Helembai Janosne (Mrs. John Helembai), surviving spouse, name unknown, of Helembai Janosne (Mrs. John Helembai), child or children, name or names unknown, of Helembai Janosne (Mrs. John Helembai), Marod Janos (John Marod), surviving spouse, name unknown, of Marod Janos (John Marod), and child or children, name or names unknown, of Marod Janos (John Marod), and each of them, in and to the Estate of Joseph Steve Marod, deceased, is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Hungary, namely,

Nationals and Last Known Address

Klimasz Janos (John Klimasz), Hungary.
Surviving spouse, name unknown, of Klimasz Janos (John Klimasz), Hungary.
Child or children, name or names unknown, of Klimasz Janos (John Klimasz), Hungary.
Helembai Janosne (Mrs. John Helembai), Hungary.
Surviving spouse, name unknown, of Helembai Janosne (Mrs. John Helembai), Hungary.
Child or children, name or names unknown, of Helembai Janosne (Mrs. John Helembai), Hungary.
Marod Janos (John Marod), Hungary.
Surviving spouse, name unknown, of Marod Janos (John Marod), Hungary.
Child or children, name or names unknown, of Marod Janos (John Marod), Hungary.

That such property is in the process of administration by Theodore W. Kohn and Michael Polyak, as Co-executors, acting under the judicial supervision of the Surrogate's Court, New York County, State of New York;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Hungary);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10229; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4995]

JIRO MATSUO

In re: Estate of Jiro Matsuo, deceased; File D-39-18348; E. T. sec. 12583.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Some Toyama, Taka Kadooka and Hideao Uchida, and each of them, in and to the Estate of Jiro Matsuo, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Japan, namely,

Nationals and Last Known Address

Some Toyama, Japan.
Taka Kadooka, Japan.
Hideao Uchida, Japan.

That such property is in the process of administration by W. G. Kerper, as Administrator of the Estate of Jiro Matsuo, acting under the judicial supervision of the District Court of the Fifth Judicial District, Park County, Wyoming;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest

of the United States requires that such persons be treated as nationals of a designated enemy country, (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10230; Filed, June 12, 1945;
11:14 a. m.]

[Vesting Order 4996]

JOHN P. NEUMANN

In re: Estate of John P. Neumann, deceased; File No. D-28-8405; E. T. sec. 9814.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Antonia Neumann, Anna Maus, Mrs. Toni Dauer and Elizabeth Weibacher, and each of them, in and to the Estate of John P. Neumann, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Antonia Neumann, Germany.
Anna Maus, Germany.
Mrs. Toni Dauer, Germany.
Elizabeth Weibacher, Germany.

That such property is in the process of administration by Fred H. Voss and Louis N. Stock, as Executors, acting under the judi-

cial supervision of the Surrogate's Court of Ulster County, New York;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10231; Filed, June 12, 1945;
11:15 a. m.]

[Vesting Order 4997]

JOHN PASZTELLAK

In re: Estate of John Pasztellak, deceased; File D-34-743; E. T. sec. 10476.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Yanosne Pasztellak and Joseph Pasztellak, and each of them, in and to the Estate of John Pasztellak, deceased,

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Hungary, namely,

Nationals and Last Known Address

Yanosne Pasztellak, Hungary.
Joseph Pasztellak, Hungary.

That such property is in the process of administration by Elizabeth Barat, as Administratrix, acting under the judicial supervision of the Passaic County Orphans' Court, Paterson, New Jersey;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Hungary);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 5, 1945.

[SEAL] JAMES E. MARKHAM,
Alien Property Custodian.

[F. R. Doc. 45-10232; Filed, June 12, 1945;
11:15 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[MPR 260, Order 1156]

ANTHONY KRIEG

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; It is ordered, That:

(a) Anthony Krieg, 3522 Lincoln Avenue, Chicago 13, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Rose of Delhi.....	Smoker.....	50	Per M \$75	Cents 10

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260 shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10191; Filed, June 11, 1945;
4:47 p. m.]

[MPR 260, Order 1157]

BEN JAY CIGAR FACTORY

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) Ben Jay Cigar Factory, 1932 N. Central Ave., Chicago, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Ben Jay.....	Smokers.....	50	Per M \$75.00	Cents 10
	Breva.....	50	93.75	2 for 25

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10192; Filed, June 11, 1945;
4:47 p. m.]

[MPR 260, Order 1158]

WILLIAM F. BROCKMAN

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) William F. Brockman, 109 W. Pearl St., Jerseyville, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Brockman's: Bouquet de	Bouquet de	50	Per M \$75	Cents 10
Habana.....	Habana.....			
Inedit.....	Colt.....	50	56	7
	Futurity.....	50	64	8
Luxuries.....	Luxuries.....	50	56	7
Paddy.....	Paddy.....	50	56	7
Cosmos.....	Cosmos.....	50	56	7
Hoo Hoo.....	Hoo Hoo.....	50	56	7

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in

March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10193; Filed, June 11, 1945;
4:48 p. m.]

[MPR 260, Order 1159]

ARTHUR G. SOTO

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) Arthur G. Soto, 114a Tompkins Avenue, Brooklyn, N. Y. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
De Soto Cigar....	5"	50	Per M \$115	Cents 15

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the

manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10194; Filed, June 11, 1945;
4:48 p. m.]

* [MPR 260, Order 1160]

CACHITA GARCIA

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Cachita Garcia, 5 West 114th St., New York, N. Y. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Panatela.....	5" x 5 1/4"	50	Per M \$134	Cents 2 for 29
		50	90	12

¹ These prices apply only to this brand and size containing all long Havana filler as specified in the application.

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10195; Filed, June 11, 1945;
4:48 p. m.]

[MPR 260, Order 1161]

BERT A. LAWRENCE

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Bert A. Lawrence, 110 S. Maiden Lane, Tecumseh, Mich. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
L. C.....	L. C. 4 1/2 x 5 1/2"	50	Per M \$75	Cents 10

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10196; Filed, June 11, 1945;
4:48 p. m.]

[MPR 260, Order 1162]

F. DIEZ CIGAR FACTORY

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) F. Diez Cigar Factory, 2706 Green St., Tampa 7, Fla. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Yolanda.....	Corona.....	50	Per M \$154.00	20 Cents
	Panetala.....	50	134.00	2 for 35
	Zeni.....	50	72.00	9
	Cadetas.....	50	78.75	2 for 21
La Boda.....	Panetala 5A.....	50	123.00	16
	Brevas.....	50	134.00	2 for 35

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in

March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10197; Filed, June 11, 1945;
4:49 p. m.]

[MPR 260, Order 1163]

BENJAMIN H. SMITH

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Benjamin H. Smith, 6749 Evans Ave., Chicago 37, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Havana Mint.....	4 3/4"	50	Per M \$55.00	7 Cents
El Plato.....	4 3/4"	50	82.50	11

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless

a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10198; Filed, June 11, 1945;
4:49 p. m.]

[MPR 260, Order 1164]

L. RESNICK

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) L. Resnick, 1724 Turk St., San Francisco, Calif. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate max-

imum list price and maximum retail price set forth below:

Brand	Size or frontmark	Pack- ing	Maxi- mum list price	Maxi- mum retail price
Lord Benston.....	Colonials.....	50	Per M \$115	Cents 15

(b) The manufacturer and wholesaler shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10199; Filed, June 11, 1945; 4:49 p. m.]

[MPR 260, Order 1165]

SENECA CIGAR CO.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; It is ordered, That:

(a) Seneca Cigar Co., 1380 W. 3 St., Cleveland, Ohio (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Pack- ing	Maxi- mum list price	Maxi- mum retail price
Clarice.....	Diplomats.....	50	Per M \$93.75	Cents 2 for 25

(b) The manufacturer and wholesaler shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10200; Filed, June 11, 1945; 4:52 p. m.]

[MPR 260, Order 1166]

MARTINEZ & CUETO CIGAR FACTORY

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; It is ordered, That:

(a) Martinez & Cueto Cigar Factory, 1406 21st Street, Tampa 5, Fla., (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Pack- ing	Maxi- mum list price	Maxi- mum retail price
La Sultana.....	Corona Deluxe	50	Per M \$64	Cents 8

(b) The manufacturer and wholesaler shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted,

charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10201; Filed, June 11, 1945;
4:52 p. m.]

[MPR 260, Order 1167]

WEBSTER EISENLOHR, INC.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Webster Eisenlohr, Inc., 187 Madison Avenue, New York 16, N. Y. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
C. I. A.	No. 2 B. N.	25	Per M \$140.50	Cents 18

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March

No. 118—9

1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10202; Filed, June 11, 1945;
4:52 p. m.]

[MPR 260, Order 1168]

CARLO GARCIA CIGAR FACTORY

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Carlo Garcia Cigar Factory, 2401 Wentworth Avenue, Chicago 16, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Carlo Garcia Monet	Corona Grande.	50	Per M \$177	Cents 23
	Favoritas.	50	131	17
	Reinas.	50	105	14

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10203; Filed, June 11, 1945;
4:52 p. m.]

[MPR 260, Order 1169]

TAMPA HIGHNESS CIGAR FACTORY
AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) Tampa Highness Cigar Factory, 706 E. Watrous Avenue, Sulphur Springs, Fla. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Tampa Highness	Blunts	50	Per M \$48	Cents 6
	McKays	50	48	6
	Londres	50	56	7
	Reyes	50	56	7
	Fines	50	56	7
	Perfectos	50	60	2 for 15
	Pellows	50	60	2 for 15
	Kings	50	60	2 for 15
	Selectos	50	90	12
	Regalia	50	154	20

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall

notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective June 12, 1945.

Issued this 11th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10204; Filed, June 11, 1945; 4:53 p. m.]

[Supp. Order 94, Amdt. 1 to Rev. Order 16]

UNITED STATES DEPARTMENT OF COMMERCE

SPECIAL MAXIMUM PRICES FOR CERTAIN DOUBLE DECK BUNK BEDS, COTS, MATTRESSES AND HOSPITAL BEDS

An opinion accompanying this amendment has been issued simultaneously herewith.

Revised Order No. 16 under Supplementary Order 94 is amended in the following respects:

1. Paragraph (b) (1) is amended by adding thereto the following description and prices:

Article and description	Price for all sales to retailers, f. o. b. shipping point	Price for all sales at retail
Used iron single bedstead, knock down type, #26-B-506, old style, complete; outside dimensions 32" x 78 1/2", bent tubular ends 31 1/2" high, made of 1" O/D stock with 3 rigid 3/4" rod upright bars; angle frame 1 1/2" x 1 1/2" x 1/4", fabric wire spring with 19-2 1/2" helical springs at each end, 14 1/2" from floor; and any subsequent specifications of this model including #32-A dated April 14, 1942, Q/M drawing 2-5-16.	\$2.75	\$5.50

2. Paragraph (b) (2) is amended by adding thereto the following description and prices:

Article and description	Price for all sales to retailers, f. o. b. shipping point	Price for all sales at retail
Reconditioned iron single bedstead, knock down type, #26-B-506, old style, complete; outside dimensions 32" x 78 1/2", bent tubular ends 31 1/2" high, made of 1" O/D stock with 3 rigid 3/4" rod upright bars; angle frame 1 1/2" x 1 1/2" x 1/4", fabric wire spring with 19-2 1/2" helical springs at each end, 14 1/2" from floor; and any subsequent specifications of this model including #32-A dated April 14, 1942, Q/M drawing 2-5-16.	\$5.50	\$11

This amendment to Revised Order No. 16 shall become effective June 14, 1945.

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10385; Filed, June 13, 1945; 11:55 a. m.]

[Max. Import Price Reg. Order 96]

CASTING AND FISHING REELS

ESTABLISHMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 21 of the Maximum Import Price Regulation, it is ordered:

(a) *What this order does.* This order establishes maximum prices at which any person may sell, and maximum prices at which any person other than the importer may buy, certain casting and fishing reels manufactured in Canada by Lawson Machine Works, Montreal, Quebec. These reels, marked "Lawson Machine Works, Montreal, Canada," and imported into the United States by various persons, are described as follows:

(1) Lawson level winding bait casting reel, die cast aluminum, diameter 2 3/4", inside width 1 3/4", weight 8 ounces, line capacity, 100 yards.

(2) Laurentian fly fishing reel, die cast aluminum alloy casing and drum, perforated or plain drum, black or natural aluminum finish, outside diameter 3 1/8", width of drum 3/4", weight 5 ounces, line capacity, 30 yards.

(b) *Maximum prices on sales by any person except a retailer.* No person other than a retailer may sell or deliver, and no person may buy or receive from such seller, the casting and fishing reels described in paragraph (a) at prices (including Federal excise tax), f. o. b. sellers shipping point, exceeding the following:

Lawson level winding bait casting reel. \$8.75
 Laurentian fly fishing reel. 6.65

(d) *Maximum retail prices.* No retailer may sell or deliver, and no person may buy or receive such casting and fishing reels from a retailer, at prices (including Federal excise tax) higher than the following:

Lawson level winding bait casting reel. \$14.10
 Laurentian fly fishing reel. 10.35

(d) *Importer or other seller to notify retailers.* The importer or other seller shall notify each retailer to whom such casting and/or fishing reels are sold what are his maximum retail selling prices therefor as established by this Order.

(e) *Brokers or agents commissions.* The maximum prices established by this order include, and may not be increased by, any commission paid to any broker or to any buying or selling agent.

(f) *Less than maximum prices.* Lower prices than those established by this order may be charged, offered, demanded or paid.

(g) *Application of maximum import price regulation.* Unless the context otherwise requires, the provisions of the Maximum Import Price Regulation, as

amended, shall apply to sales for which maximum prices are established by this order.

(h) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective June 14, 1945.

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10388; Filed, June 13, 1945;
12:05 p. m.]

[MPR 188, Rev. Order 3360]

MICROMATIC PRODUCTS

AUTHORIZATION OF MAXIMUM PRICES

Order No. 3360 under § 1499.158 of Maximum Price Regulation No. 188 is revised to read as follows:

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, *It is ordered:*

(a) This revised order establishes maximum prices for sales and deliveries of the Model P-101 Automobile Tire Pump, manufactured by Micromatic Products of 1246 East Olympic Boulevard, Los Angeles 21, California.

(1) For all sales and deliveries to the following classes of purchasers by the sellers indicated below, the maximum prices are those set forth below:

For sales by the manufacturer:

To jobbers who stock	\$1.14
To drop shipment jobbers	1.37
To retailers	1.60

For sales by persons other than the manufacturer:

To retailers	\$1.60
To consumers	2.28

These maximum prices are for the articles described in the manufacturer's application dated December 18, 1944.

(2) For sales by the manufacturer, the maximum prices apply to all sales and deliveries since Maximum Price Regulation No. 188 became applicable to those sales and deliveries. They are f. o. b. Los Angeles, California, and they are subject to a cash discount of two percent for payment within ten days, net thirty days.

(3) For sales by persons other than the manufacturer, the maximum prices apply to all sales and deliveries after the effective date of this revised order. Those prices are subject to each seller's customary terms and conditions of sale on sales of similar articles.

(4) If the manufacturer wishes to make sales and deliveries to any other class of purchaser or on other terms and conditions of sale, he must apply to the Office of Price Administration, under the Fourth Pricing Method, § 1499.158 of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until maximum prices have been authorized by the Office of Price Administration.

(b) The manufacturer shall attach a tag or label to every article for which a

maximum price for sales to consumers is established by this revised order. That tag or label shall contain the following statement:

OPA Retail Ceiling Price—\$2.28
Do Not Detach

(c) At the time of, or prior to, the first invoice to each purchaser for resale, the seller shall notify the purchaser in writing of the maximum prices and conditions established by this revised order for sales by the purchaser. This notice may be given in any convenient form.

(d) This revised order may be revoked or amended by the Price Administrator at any time.

(e) This revised order shall become effective on the 14th day of June 1945.

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10341; Filed, June 13, 1945;
11:57 a. m.]

[MPR 188, Amdt. 1 to Rev. Order 3374]

J. M. BISHOP CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered,* That Revised Order No. 3374 under MPR 188 be amended in the following respect:

The last sentence of paragraph (a) (1) is amended to read as follows: "These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated November 27, 1944."

This amendment shall become effective on the 14th day of June 1945.

Issued this 13th day of June 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-10342; Filed, June 13, 1945;
12:04 p. m.]

Regional and District Office Orders.

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register June 9, 1945.

REGION I

Concord Order 20-C, Amendment 5, covering poultry. Filed 10:52 a. m.

REGION II

Scranton Order 4-F, Amendment 26, covering fresh fruits and vegetables in certain counties in Pennsylvania. Filed 11:00 a. m.

REGION III

Grand Rapids Order 14-W, covering dry groceries in certain areas in Michigan. Filed 10:57 a. m.

Grand Rapids Order 14-W, Amendment 1, covering dry groceries in the Grand Rapids Area. Filed 10:57 a. m.

Grand Rapids Order 22, covering dry groceries in certain areas in Michigan. Filed 10:58 a. m.

Grand Rapids Order 22, Amendment 1, covering dry groceries in the Grand Rapids, Michigan Area. Filed 10:57 a. m.

Louisville Order 12-F, Amendment 21, covering fresh fruits and vegetables in Jefferson, Kentucky and Clark and Floyd Counties, Indiana. Filed 10:59 a. m.

Louisville Order 13-F, Amendment 21, covering fresh fruits and vegetables in McCracken County, Kentucky. Filed 10:59 a. m.

Louisville Order 14-F, Amendment 21, covering fresh fruits and vegetables in Daviess and Henderson Counties, Kentucky. Filed 10:59 a. m.

REGION V

Houston Order 1-F, Amendment 56, covering fresh fruits and vegetables in certain areas in Texas. Filed 10:55 a. m.

Houston Order 3-F, Amendment 44, covering fresh fruits and vegetables in Orange and Jefferson Counties, Texas. Filed 10:58 a. m.

Kansas City Order 4-F, Amendment 38, covering fresh fruits and vegetables in certain cities in Kansas. Filed 10:58 a. m.

REGION VI

Omaha Order 12-F, Amendment 4, covering fresh fruits and vegetables in certain areas in Nebraska. Filed 10:57 a. m.

Peoria Order 1-W, Amendment 2, covering dry groceries in certain areas in Illinois. Filed 10:56 a. m.

Peoria Order 2-W, Amendment 2, covering dry groceries in certain counties in Illinois. Filed 10:55 a. m.

Peoria Order 10-F, Amendment 6, covering fresh fruits and vegetables in certain areas in Illinois. Filed 10:56 a. m.

Peoria Order 17, Amendment 2, covering dry groceries in certain areas in Illinois. Filed 10:56 a. m.

Peoria Order 18, Amendment 2, covering dry groceries in certain areas in Illinois. Filed 10:56 a. m.

REGION VII

Albuquerque Order 8-F, Amendment 18, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:58 a. m.

REGION VIII

Portland Order 20-F, Amendment 12, covering fresh fruits and vegetables in certain areas in Oregon. Filed 10:55 a. m.

Portland Order 21-F, Amendment 12, covering fresh fruits and vegetables in Pendleton, Oregon. Filed 10:55 a. m.

Portland Order 22-F, Amendment 12, covering fresh fruits and vegetables in certain cities in Oregon. Filed 10:55 a. m.

Portland Order 27-F, Amendment 9, covering fresh fruits and vegetables in La Grande and Baker, Oregon. Filed 10:54 a. m.

Portland Order 27-F, Amendment 10, covering fresh fruits and vegetables in La Grande and Baker, Oregon. Filed 10:54 a. m.

Portland Order 28-F, Amendment 10, covering fresh fruits and vegetables in certain areas in Oregon. Filed 10:54 a. m.

Portland Order 29-F, Amendment 8, covering fresh fruits and vegetables in certain cities in Oregon. Filed 10:54 a. m.

Portland Order 30-F, Amendment 1, covering fresh fruits and vegetables in certain cities in Oregon. Filed 10:54 a. m.

San Francisco Order 1-O, Amendment 6, covering eggs in certain counties in California. Filed 10:53 a. m.

Seattle Order 3-P, covering fish and seafood in the Seattle and Bremerton, Washington Area. Filed 10:52 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-10292; Filed, June 12, 1945;
4:46 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register June 9, 1945.

REGION I

Boston Order 7-F, Amendment 1, covering fresh fruits and vegetables in certain areas in Massachusetts. Filed 9:25 a. m.

REGION II

Syracuse Order 34, Amendment 6, covering poultry in certain areas in New York. Filed 9:23 a. m.

Syracuse Order 35, Amendment 6, covering poultry in certain areas in New York. Filed 9:23 a. m.

REGION III

Cincinnati Order 4-F, Amendment 22, covering fresh fruits and vegetables in Hamilton County, Ohio. Filed 9:24 a. m.

Cincinnati Order 5-F, Amendment 22, covering fresh fruits and vegetables in certain counties in Ohio. Filed 9:24 a. m.

Cincinnati Order 7-F, Amendment 11, covering fresh fruits and vegetables in certain counties in Ohio. Filed 9:24 a. m.

Cleveland Order F-1, Amendment 42, covering fresh fruits and vegetables in Cuyahoga County, Ohio. Filed 9:23 a. m.

Cleveland Order F-3, Amendment 42, covering fresh fruits and vegetables in Mahoning and Trumbull Counties. Filed 9:23 a. m.

Cleveland Order F-4, Amendment 42, covering fresh fruits and vegetables in Stark and Summit Counties, Ohio. Filed 9:23 a. m.

Columbus Order 8-F, Amendment 23, covering fresh fruits and vegetables in Franklin County, Ohio. Filed 9:23 a. m.

Columbus Order 9-F, Amendment 6, covering fresh fruits and vegetables in certain areas in Columbus. Filed 9:22 a. m.

Columbus Order 15, Amendment 13, covering poultry. Filed 9:21 a. m.

Columbus Order 16, Amendment 13, covering poultry. Filed 9:21 a. m.

Indianapolis Order 14-F, Amendment 19, covering fresh fruits and vegetables in certain counties in Indiana. Filed 9:20 a. m.

Indianapolis Order 15-F, Amendment 19, covering fresh fruits and vegetables in certain counties in Indiana. Filed 9:24 a. m.

Indianapolis Order 16-F, Amendment 19, covering fresh fruits and vegetables in St. Joseph. Filed 9:24 a. m.

REGION IV

Jacksonville Order 11-F, Amendment 11, covering fresh fruits and vegetables in certain counties in Florida. Filed 9:22 a. m.

REGION V

Dallas Order 1-F, Amendment 67, covering fresh fruits and vegetables in Dallas County, Texas. Filed 9:22 a. m.

Fort Worth Order 7-F, Amendment 10, covering fresh fruits and vegetables in Tarrant County, Texas. Filed 9:22 a. m.

Fort Worth Order 8-F, Amendment 10, covering fresh fruits and vegetables in Taylor County, Texas. Filed 9:22 a. m.

Fort Worth Order 9-F, Amendment 10, covering fresh fruits and vegetables in Tom Green County, Texas. Filed 9:21 a. m.

Fort Worth Order 10-F, Amendment 10, covering fresh fruits and vegetables in McLennan County, Texas. Filed 9:20 a. m.

Fort Worth Order 11-F, Amendment 10, covering fresh fruits and vegetables in Wichita County, Texas. Filed 9:20 a. m.

REGION VIII

Los Angeles Order 1-C, Amendment 7, covering poultry in the Los Angeles Area. Filed 9:34 a. m.

Los Angeles Order 1-F, Amendment 69, covering fresh fruits and vegetables in the San Bernardino-Riverside Area. Filed 9:34 a. m.

Los Angeles Order 2-C, Amendment 7, covering poultry in the Los Angeles Area. Filed 9:34 a. m.

Phoenix Order 20-W, under Basic Order 2-B, Amendment 1, covering dry groceries in the Gila Valley Area. Filed 9:33 a. m.

Portland Order 5-F, Amendment 25, covering fresh fruits and vegetables in certain areas in Oregon. Filed 9:29 a. m.

Portland Order 6-F, Amendment 25, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:29 a. m.

Portland Order 7-F, Amendment 24, covering fresh fruits and vegetables in certain areas in Oregon. Filed 9:29 a. m.

Portland Order 9-F, Amendment 24, covering fresh fruits and vegetables in certain areas in Oregon. Filed 9:29 a. m.

Portland Order 8-F, Amendment 24, covering fresh fruits and vegetables in Medford, Oregon. Filed 9:29 a. m.

Portland Order 10-F, Amendment 23, covering fresh fruits and vegetables in Deslo, W. Kelso, and Longview, Washington. Filed 9:29 a. m.

Portland Order 12-F, Amendment 21, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:29 a. m.

Portland Order 13-F, Amendment 21, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:28 a. m.

Portland Order 14-F, Amendment 21, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:28 a. m.

Portland Order 15-F, Amendment 21, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:28 a. m.

Portland Order 16-F, Amendment 14, covering fresh fruits and vegetables in Bend, Oregon. Filed 9:28 a. m.

Portland Order 17-F, Amendment 14, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:28 a. m.

Portland Order 18-F, Amendment 11, covering fresh fruits and vegetables in certain cities in Oregon. Filed 9:27 a. m.

Portland Order 19-F, Amendment 12, covering fresh fruits and vegetables in Dalles, Oregon. Filed 9:27 a. m.

Seattle Order 6-F, Amendment 36, covering fresh fruits and vegetables in the Seattle and Bremerton, Washington Area. Filed 9:27 a. m.

Seattle Order 7-F, Amendment 33, covering fresh fruits and vegetables in Tacoma, Washington. Filed 9:27 a. m.

Seattle Order 8-F, Amendment 31, covering fresh fruits and vegetables in Everett, Washington. Filed 9:27 a. m.

Seattle Order 9-F, Amendment 36, covering fresh fruits and vegetables in Seattle and Bremerton, Washington Area. Filed 9:26 a. m.

Seattle Order 10-F, Amendment 30, covering fresh fruits and vegetables in Bellingham, Washington. Filed 9:26 a. m.

Seattle Order 11-F, Amendment 30, covering fresh fruits and vegetables in Olympia, Washington. Filed 9:26 a. m.

Seattle Order 12-F, Amendment 30, covering fresh fruits and vegetables in Aberdeen and Hoquiam, Washington. Filed 9:25 a. m.

Seattle Order 13-F, Amendment 31, covering fresh fruits and vegetables in Centralla and Chehalis, Washington. Filed 9:25 a. m.

Seattle Order 14-F, Amendment 32, covering fresh fruits and vegetables in the Wenatchee, Washington Area. Filed 9:25 a. m.

Seattle Order 15-F, Amendment 29, covering fresh fruits and vegetables in Yakima, Washington Area. Filed 9:25 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-10293; Filed, June 12, 1945;
4:46 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register June 9, 1945.

REGION I

Connecticut Order 1-C, Amendment 3, covering poultry in the State of Connecticut. Filed 10:40 a. m.

Rhode Island Order 2-W, Amendment 7, covering poultry in certain areas in Rhode Island. Filed 10:41 a. m.

Maine Order 1-F, Amendment 50, covering fresh fruits and vegetables in South Portland, Portland, and Westbrook, Maine. Filed 10:42 a. m.

Rhode Island Order 3-F, Amendment 4, covering fresh fruits and vegetables in certain areas in Rhode Island. Filed 10:41 a. m.

Rhode Island Order 4-F, Amendment 3, covering fresh fruits and vegetables in the State of Rhode Island. Filed 10:41 a. m.

REGION II

Harrisburg Order P-1, Amendment 6, covering fish and seafood in certain areas in Pennsylvania. Filed 10:41 a. m.

REGION III

Indianapolis Order 17-F, Amendment 19, covering fresh fruits and vegetables in Vanderburgh. Filed 10:47 a. m.

REGION IV

Jackson Order 4-F, Amendment 33, covering fresh fruits and vegetables in certain counties in Mississippi. Filed 10:46 a. m.

REGION V

St. Louis Order 2-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Missouri. Filed 10:47 a. m.

REGION VI

Green Bay Order 4-F, Amendment 16, covering fresh fruits and vegetables in certain counties in Wisconsin. Filed 10:47 a. m.

Green Bay Order 5-F, Amendment 16, covering fresh fruits and vegetables in certain areas in Wisconsin. Filed 10:46 a. m.

Green Bay Order 6-F, Amendment 16, covering fresh fruits and vegetables in Florence, Forest and Marinette. Filed 10:46 a. m.

REGION VII

Albuquerque Order 8-F, Amendment 17, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:46 a. m.

Albuquerque Order 9-F, Amendment 7, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:45 a. m.

Albuquerque Order 10-F, Amendment 8, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:44 a. m.

Albuquerque Order 11-F, Amendment 9, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:44 a. m.

Albuquerque Order 12-F, Amendment 8, covering fresh fruits and vegetables in the Albuquerque Area. Filed 10:44 a. m.

REGION VIII

Fresno Order 1-F, Amendment 67, covering fresh fruits and vegetables in Fresno, California. Filed 10:44 a. m.

Fresno Order 1-F, Amendment 68, covering fresh fruits and vegetables in Fresno, California. Filed 10:43 a. m.

Fresno Order 1-F, Amendment 69, covering fresh fruits and vegetables in Fresno, California. Filed 10:43 a. m.

Fresno Order 2-F, Amendment 55, covering fresh fruits and vegetables in Modesto, California. Filed 10:43 a. m.

Fresno Order 2-F, Amendment 56, covering fresh fruits and vegetables in Modesto, California. Filed 10:42 a. m.

Fresno Order 2-F, Amendment 57, covering fresh fruits and vegetables in Modesto, California. Filed 10:34 a. m.

Fresno Order 3-F, Amendment 52, covering fresh fruits and vegetables in certain areas in California. Filed 10:34 a. m.

Fresno Order 3-F, Amendment 53, covering fresh fruits and vegetables in certain areas in California. Filed 10:34 a. m.

Fresno Order 3-F, Amendment 54, covering fresh fruits and vegetables in certain areas in California. Filed 10:35 a. m.

Fresno Order 4-F, Amendment 27, covering fresh fruits and vegetables in certain areas in California. Filed 10:35 a. m.

Fresno Order 4-F, Amendment 28, covering fresh fruits and vegetables in certain areas in California. Filed 10:40 a. m.

Fresno Order 4-F, Amendment 29, covering fresh fruits and vegetables in certain areas in California. Filed 10:39 a. m.

Fresno Order 6-F, Amendment 38, covering fresh fruits and vegetables in Bakersfield, County of Kern. Filed 10:39 a. m.

Fresno Order 6-F, Amendment 39, covering fresh fruits and vegetables in Bakersfield, County of Kern. Filed 10:38 a. m.

Fresno Order 6-F, Amendment 40, covering fresh fruits and vegetables in Bakersfield, County of Kern. Filed 10:38 a. m.

Fresno Order 7-F, Amendment 17, covering fresh fruits and vegetables in Merced, California. Filed 10:38 a. m.

Fresno Order 7-F, Amendment 18, covering fresh fruits and vegetables in Merced, California. Filed 10:37 a. m.

Fresno Order 7-F, Amendment 19, covering fresh fruits and vegetables in Merced, California. Filed 10:37 a. m.

Portland Order 29-F, covering fresh fruits and vegetables in the Astoria-Seaside Area. Filed 10:37 a. m.

Portland Order 29-F, Amendment 1, covering fresh fruits and vegetables in certain areas in Oregon. Filed 10:37 a. m.

San Francisco Order 1-O, Amendment 4, covering eggs in certain areas in California. Filed 10:36 a. m.

San Francisco Order 1-O, Amendment 5, covering eggs in certain areas in California. Filed 10:35 a. m.

San Francisco Order 13-F, Amendment 1, covering fresh fruits and vegetables in certain areas in California. Filed 10:36 a. m.

San Francisco Order 14-F, Amendment 1, covering fresh fruits and vegetables in certain areas in California. Filed 10:36 a. m.

San Francisco Order 15-F, Amendment 1, covering fresh fruits and vegetables in certain areas in California. Filed 10:36 a. m.

San Francisco Order 16-F, Amendment 1, covering fresh fruits and vegetables in certain counties in California. Filed 10:36 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-10294; Filed, June 12, 1945;
4:47 p. m.]

[Region IX Order 4 Under MPR 418]

FRESH FISH IN ALASKA

Order No. 4 under Maximum Price Regulation 418, as amended. Fresh fish and seafood—services in connection therewith.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Regional Administrator of Region IX of the Office of Price Administration by section 2 (d) of Maximum Price Regulation 418, by the General Maximum Price Regulation and Revised Maximum Price Regulation 165 pursuant to General Order 32; it is ordered:

SECTION 1. *What this order does.* This order establishes maximum prices at which producers may sell fresh fish at Alaskan fishing grounds or receiving stations; establishes specific maximum prices for "scow" and "packing" services; designates by name the ports of entry in Alaska and fixes maximum prices for sales of fresh fish when landed at such ports.

SEC. 2. *Definitions.* As used in this order, the term:

(a) "Scow service" means a transaction in which the seller receives fresh fish at his scow or other vessel on the fishing grounds or at a receiving station from a producer, and includes, but is not limited to, the furnishing of such services as icing, boxing, splitting, drawing and dressing fresh fish, keeping records and making payments for and on behalf of the buyer of the fish. It also includes any other services customarily rendered by a "scow operator" prior to April 1, 1942.

(b) "Scow operator" means any person (other than a producer or fish buyer) who supplies scow services.

(c) "Packing service" means a transaction in which the seller transports fish by tender or other vessel from the fishing grounds or receiving station to a port of entry, and includes, but is not limited to, the furnishing of such services as handling and loading the fish aboard the vessel, and handling, unloading and landing the fish at a port of entry. It also includes the transportation of ice and containers between the grounds or receiving station and port of entry, and such other services customarily performed by a "packer" prior to April 1, 1942.

(d) "Packer" means any person (other than a producer or fish buyer) who supplies packing services.

SEC. 3. *Maximum prices for sales by producers at fishing grounds or receiving stations.* (a) The maximum prices for producers of fresh fish sold or delivered at fishing grounds or receiving stations in the First Judicial Division shall be as follows:

(i) In the "Central Zone"—the Table A prices as fixed for Wrangell;

(ii) In the "Northern Zone"—the Table A prices as fixed for Juneau;

(iii) In the "Southern Zone"—the Table A prices as fixed for Ketchikan;

Less the deduction for the applicable species of fish as set forth below:

(1) For red meat King salmon, 14# or over, any style of dressing—deduct three cents per pound.

(2) For true cod, flounder, ling cod, red cod, sablefish and sole (all species)—deduct one and one-half cents per pound.

(3) For all other fish named in Table A, regardless of size and style of dressing—deduct two cents per pound.

(b) As used in paragraph (a) above:

(i) "Central Zone" means that part of the First Judicial Division bounded by a line beginning at a point on the international boundary approximately three miles south of latitude 57½° north, thence on a course bearing westerly in a straight line through the southern-most tip of Entrance Island (in Hobart Bay) and the southern-most tip of Traders Island (also known as Catherine Island) to longitude 135° west; thence southerly following longitude 135° to a point approximately twelve miles south of latitude 56° north; thence on a course bearing easterly in a straight line through the southern-most tip of Coronation Island and the southern-most tip of Onslow Island to the east shore of Ernest Sound; thence on a course bearing northeasterly in a straight line through the southerly shore of Tyee Lake and beyond to Mount Lewis Cass.

(ii) "Northern Zone" means that part of the First Judicial Division lying north and due west of the Central Zone.

(iii) "Southern Zone" means that part of the First Judicial Division lying outside of the Central and Northern Zones.

SEC. 4. *Designated Alaskan ports and maximum prices for fish landed at such ports.* (a) The term "port" or "port of entry" as used in this order and in Maximum Price Regulation 418 includes, and is limited to, the following named places:

Anchorage, Cordova, Homer, Juneau, Kenai, Ketchikan, Kodiak, La Touche, Pelican City, Petersburg, Port Alexander, Port Williams, Seward, Seldovia, Sitka, Tyee, Wrangell, and Valdez.

(b) The Table A prices as fixed by the applicable footnotes in Maximum Price Regulation 418 for fish landed at:

(i) Wrangell shall apply to fish landed at Tyee.

(ii) Juneau, less one-quarter of a cent per pound, shall apply to fish landed at Cordova, Valdez, La Touche or Seward.

(iii) Juneau, less two cents per pound for large, red kings and one cent for all other sizes and species of fish shall apply to fish landed at Port Alexander.

(iv) Port Williams shall apply to fish landed at Kodiak, Seldovia or Homer.

(v) Port Williams, plus six cents per pound, shall apply to fish landed at Anchorage.

(c) The maximum prices for fresh fish landed at any place in Alaska outside the First Judicial Division, other than at a port named in paragraph (a) above, shall be the maximum prices established for the nearest port by Maximum Price Regulation 418 and paragraph (b) above.

SEC. 5. *Maximum prices for scow services.* (a) (1) The maximum prices for scow services shall be determined on a poundage basis and shall be as follows:

(i) For red meat King salmon, 14# or over, drawn and dressed; 16# or over, round—two cents per pound.

(ii) For true cod, flounder, ling cod, red cod (rock cod), sablefish (black cod), and sole (all species), regardless of size and style of dressing—one-half cent per pound.

(iii) For all other fish named in Table A, regardless of size and style of dressing—one cent per pound.

(2) Poundage shall be calculated on the basis of the weight of the fish as they are received by the scow operator at the fishing grounds or receiving station.

(3) Notwithstanding the foregoing provisions, a scow operator may receive and a buyer may pay a minimum of \$300.00 for scow services for each scow (including the labor of one or more employees of the scow operator) which is in actual use for not less than thirty days.

(b) *Maximum prices for packing services.* The maximum prices for packing services for any fish named in Table A shall be one cent per pound when the packer lands the fish at a port in the same zone in which he received the fish, and one and one-quarter cents per pound when he lands the fish at a port in a zone other than that in which he received the fish. Poundage shall be calculated on the basis of the weight of the fish as they are received by the packer.

(c) Any person may, of course, render both packing and scow services as part of the same transaction and make a single charge therefor, but such charge may not exceed the sum of the maximum prices established for each service.

(d) *Records.* Every scow operator and every packer subject to this order shall make and keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act, as amended, remains in effect, accurate records of each sale of his service, showing the date thereof, the location of the grounds or receiving station where the fish were received, the name and address of the producer and the name of his boat, the name and address of the buyer of the fish, the name and address of the buyer of his service, the total weight of the fish, the price contracted for or received for the service and, where relevant in the determination of the price, the species, size and style of dressing of the fish.

(e) *Posting maximum producers' prices.* Every person operating a packing vessel, scow, or receiving station who, in connection with the fish received by him pays the consideration therefor to the producer on behalf of the fish buyer, shall post in a conspicuous place on every scow and vessel and at every receiving station operated by him, in a manner plainly visible to, and understandable by, producers and buyers, a notice which shall list the name, size and style of dressing of the fish, and the producers' ceiling prices therefor as fixed by Section 2 of this order.

(f) *Evasion.* (1) Any method or device whereby a scow operator or packer obtains a greater consideration for his services than the maximum prices established by this order, or whereby he gives less than the consideration due the buyer for the maximum price, is an evasion of

this order and therefore prohibited, and any offer or agreement which accomplishes or attempts to accomplish such result, is equally prohibited. Without limiting the general prohibitions of this section, the following practices are specifically prohibited.

(2) Requiring or receiving payment of wages, bonuses, premiums, equipment, supplies, maintenance, goods, services or any other consideration not specifically provided for in this order, except that a scow operator or a packer may receive ice from the buyer of the fish without charge.

(3) Discontinuing or changing a service normally and customarily part of scow or packing services.

(4) Requiring the purchase or sale of any commodity or service as a condition of the sale of scow or packing services.

(5) A producer who hires or engages a packer or scow operator to land his fish at a port of entry or to perform any other packing or scow service for him in connection with his fish is prohibited from selling or delivering such fish, and the buyer is prohibited from buying or receiving such fish, at prices higher than the maximum prices fixed by section 3 of this order.

(g) *Applicability.* This section 5 applies only to the First Judicial Division.

SEC. 6. Enforcement. Persons violating any provisions of this order are subject to the criminal penalties, civil enforcement actions, suits for treble damages and proceedings for suspension or revocation of licenses provided by the Emergency Price Control Act of 1942, as amended.

Persons who have evidence of any violation of this order, or of any acts or practices which constitute such a violation, are urged to communicate with the nearest War Price and Rationing Board or Field Office of the Office of Price Administration or its principal office in Juneau.

SEC. 7. Relation to other regulations. This order supersedes Region IX Order No. 3. Insofar as this order establishes maximum prices for scow and packing services, it supersedes the pricing and current record-keeping provisions of the General Maximum Price Regulation and Revised Maximum Price Regulation 165. Except as provided in this order, all provisions of Maximum Price Regulation 418, Revised Maximum Price Regulation 165 and the General Maximum Price Regulation shall remain in effect.

SEC. 8. Amendments; revocation. This order may be amended or revoked by the Regional Administrator at any time.

This order shall become effective June 12, 1945.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4651)

Issued this 11th day of June 1945.

JAMES P. DAVIS,
Regional Administrator.

[F. R. Doc. 45-10185; Filed, June 11, 1945; 4:51 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register June 11, 1945.

REGION III

Grand Rapids Order F-14-A, Amendment 75, covering fresh fruits and vegetables in Grand Rapids, Michigan. Filed 2:03 p. m.

Grand Rapids Order F-14-B, Amendment 75, covering fresh fruits and vegetables in certain cities in Michigan. Filed 2:03 p. m.

Grand Rapids Order F-14-C, Amendment 50, covering fresh fruits and vegetables in certain cities in Michigan. Filed 2:03 p. m.

Indianapolis Order 19-W, Amendment 3, covering dry groceries in certain areas in Indiana and Ohio. Filed 2:03 p. m.

Indianapolis Order 20-W, Amendment 3, covering dry groceries in certain areas in Indiana and Ohio. Filed 2:03 p. m.

Indianapolis Order 38, Amendment 3, covering dry groceries in certain areas in Indiana and Ohio. Filed 2:02 p. m.

Indianapolis Order 39, Amendment 3, covering dry groceries in certain areas in Indiana and Ohio. Filed 2:02 p. m.

REGION IV

Birmingham Order 3-F, Amendment 20, covering fresh fruits and vegetables in Jefferson County. Filed 2:02 p. m.

Nashville Order 12-F, Amendment 18, covering fresh fruits and vegetables in certain counties in Tennessee. Filed 2:02 p. m.

Nashville Order 12-F, Amendment 19, covering fresh fruits and vegetables in certain counties in Tennessee and Bristol, Virginia. Filed 2:02 p. m.

Nashville Order 12-F, Amendment 20, covering fresh fruits and vegetables in certain areas in Virginia. Filed 2:01 p. m.

Nashville Order 12-F, Amendment 21, covering fresh fruits and vegetables in certain areas in Tennessee. Filed 2:01 p. m.

Nashville Order 12-F, Amendment 22, covering fresh fruits and vegetables in certain areas in Virginia. Filed 1:51 p. m.

Nashville Order 12-F, Amendment 23, covering fresh fruits and vegetables in certain counties in Tennessee and Bristol, Virginia. Filed 2:01 p. m.

Nashville Order 12-F, Amendment 24, covering fresh fruits and vegetables in certain areas in Tennessee and Bristol, Virginia. Filed 2:01 p. m.

Nashville Order 12-F, Amendment 25, covering fresh fruits and vegetables in certain areas in Tennessee and Bristol, Virginia. Filed 2:01 p. m.

REGION V

Houston Order 1-F, Amendment 57, covering fresh fruits and vegetables in certain areas in Texas. Filed 1:50 p. m.

Houston Order 3-F, Amendment 45, covering fresh fruits and vegetables in Jefferson and Orange Counties, Texas. Filed 1:50 p. m.

Shreveport Order G-17, Amendment 3, covering poultry in certain areas in Louisiana. Filed 1:50 p. m.

Shreveport Order G-17, Amendment 4, covering poultry in certain areas in Louisiana. Filed 1:50 p. m.

REGION VI

Omaha Order 20, Amendment 8, covering dry groceries in Omaha, Nebraska and Council Bluffs, Iowa. Filed 1:55 p. m.

Omaha Order 21, Amendment 8, covering dry groceries in Lancaster County, Nebraska. Filed 1:52 p. m.

Omaha Order 22, Amendment 7, covering dry groceries in certain counties in Nebraska. Filed 1:52 p. m.

Omaha Order 23, Amendment 7, covering dry groceries in certain counties in Nebraska and Iowa. Filed 1:52 p. m.

Omaha Order 24, Amendment 8, covering dry groceries in certain counties in Nebraska and Iowa. Filed 1:51 p. m.

Sioux Falls Order 18, Amendment 3, covering dry groceries in certain counties in Iowa, Minnesota, and South Dakota. Filed 1:51 p. m.

REGION VIII

Sacramento Order 29-F, Amendment 10, covering fresh fruits and vegetables in certain areas in California. Filed 2:01 p. m.

Sacramento Order 29-F, Amendment 11, covering fresh fruits and vegetables in certain areas in California. Filed 2:01 p. m.

Sacramento Order 29-F, Amendment 12, covering fresh fruits and vegetables in certain areas in California. Filed 2:00 p. m.

Sacramento Order 29-F, Amendment 13, covering fresh fruits and vegetables in California. Filed 2:00 p. m.

Sacramento Order 29-F, Amendment 14, covering fresh fruits and vegetables in certain areas in California. Filed 2:00 p. m.

Sacramento Order 29-F, Amendment 15, covering fresh fruits and vegetables in certain areas in California. Filed 2:00 p. m.

Sacramento Order 29-F, Amendment 16, covering fresh fruits and vegetables in certain areas in California. Filed 2:00 p. m.

Sacramento Order 29-F, Amendment 18, covering fresh fruits and vegetables in certain areas in California. Filed 1:55 p. m.

San Diego Order 1-F, Amendment 33, covering fresh fruits and vegetables in the San Diego Area. Filed 1:55 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-10339; Filed, June 13, 1945;
11:55 a. m.]

UNITED STATES COAST GUARD.

APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R. S. 4405, 4417a, 4426, 4481, 4488, and 4491, as amended, 49 Stat. 1544 (46 U.S.C. 375, 391a, 404, 474, 481, 489, 367), and Executive Order 9083, dated February 28, 1942 (3 CFR, Cum. Supp.), the following approval of equipment is prescribed:

LIFEBOAT

20' x 6.5' x 2.6' metallic oar-propelled lifeboat (20-person peacetime capacity, 13-person wartime capacity) (General Arrangement Dwg. No. G-363, dated 14 May, 1945), submitted by C. C. Galbraith & Son Inc., 99 Park Place, New York, N. Y.

LUMINOUS MARKING FOR INTERIOR ACCOMMODATIONS

Luminous marking, designated Type C, submitted by Century Lighting Inc., 419 West 55th Street, New York 19, N. Y., attached with Mikah adhesive 45172, manufactured by National Starch Products Company, 270 Madison Avenue, New York 16, N. Y.

Luminous marking, designated Type C, without adhesive, submitted by Century Lighting Inc., 419 West 55th Street, New York 19, N. Y., attached with adhesive 16-211-J, manufactured by Casein Company, 350 Madison Avenue, New York 17, N. Y.

Luminous marking, designated Type C, without adhesive, submitted by Century Lighting Inc., 419 West 55th Street, New York 19, N. Y., attached with Mikah adhesive Q-2241, manufactured by National Starch Products Co., 270 Madison Avenue, New York 16, N. Y.

Luminous marking, designated Type C, without adhesive, submitted by Century Lighting Inc., 419 West 55th Street, New York 19, N. Y., attached with Mytee Bond adhesive 3750, manufactured by Slomon's Laboratories, 31-27 Thomson Avenue, Long Island City, N. Y.

Luminous marking, designated Lytape PL-15-20R, without adhesive, submitted by E. P. Lynch Co., 92 Weybossett Street, Providence 3, R. I., attached with Mikah adhesive 45172, manufactured by National Starch Products Company, 270 Madison Avenue, New York 16, N. Y.

Luminous marking, designated Everglow Type B, submitted by Hall Vesole Company, 2350 University Avenue, St. Paul, Minn., attached with B-60 adhesive, manufactured by Luminous Safety Products Company, 168 West 23rd Street, New York 11, N. Y.

Dated: June 12, 1945.

L. T. CHALKER,
Rear Admiral, U. S. C. G.,
Acting Commandant.

[F. R. Doc. 45-10319; Filed, June 13, 1945;
11:08 a. m.]

UNITED STATES MARITIME COMMISSION.

GULF SHIPBUILDING CORP.

NOTICE OF DETERMINATION WITH RESPECT TO BIDS

Pursuant to the provisions of the invitation for sealed bids, dated April 23, 1945, as amended, for the construction of three 450 foot twin screw turbine driven refrigerated cargo vessels (proposal PDW-2).

Notice is hereby given that, pursuant to the provisions of paragraph 15 of Invitation (Proposal PDW-2), dated April 23, 1945, for the construction of three 450 foot twin screw turbine driven refrigerated cargo vessels "Design R2-ST-AU1" and addenda Nos. 1 and 2 thereto, dated respectively June 1 and June 12, 1945, and on request by Gulf Shipbuilding Corporation for a determination of the proportionate part of the 3½%, differential to be used in evaluating any bid made by it under said Invitation, the United States Maritime Commission has determined that, with respect to any bid submitted by the Gulf Shipbuilding Corporation, no portion of the 3½% differential will be applied in such evaluation, such determination having been made after omitting any government ways which on the basis of contracts and commitments of the prospective bidder in effect on June 1, 1945, and possible awards under the Invitation, will not, in the opinion of the Commission, be in excess of the reasonable and apparent needs of the prospective bidder from and after December 31, 1945. The Commission has not on or before June 7, 1945, received from any other prospective bidder, request for such determination.

By order of the United States Maritime Commission.

[SEAL]

A. J. WILLIAMS,
Secretary.

JUNE 12, 1945.

[F. R. Doc. 45-10328; Filed, June 13, 1945;
11:29 a. m.]

WAR PRODUCTION BOARD.

[C-365]

T. J. MCGOVERN

CONSENT ORDER

T. J. McGovern, Cambridge, Vermont, engaged in the sale of flour, feed, grain, poultry supplies, and other items, is charged by the War Production Board with having received a total of 19,768.6 gallons of molasses for Class 2 uses in excess of the amount permitted by War Production Board Conservation Order M-54 during the years 1942, 1943, and 1944, and with having consumed a total of 18,240.6 gallons of molasses for Class 2 uses in excess of the amount permitted by War Production Board Conservation Order M-54 during the years 1942, 1943, and 1944 and with having failed to maintain accurate or complete records of his receipts and consumption of molasses as required by War Production Board Priorities Regulation No. 1. T. J. McGovern admits the violations as charged, does not desire to contest the issue of wilfulness, and has consented to the issuance of this order.

Wherefore upon the agreement and consent of T. J. McGovern, the Regional Compliance Manager, the Regional Attorney, and upon approval of the Compliance Commissioner, *It is hereby ordered, That:*

(a) During the second, third and fourth calendar quarters of 1945 and the first quarter of 1946, T. J. McGovern shall reduce his permitted receipts and consumption of molasses for Class 2 uses by 3,000 gallons per quarter.

(b) For the months from April 1945 to December 1945, inclusive, and during each of the first three months of 1946, he shall submit not later than the 10th day of the succeeding month to the War Production Board, 17 Court Street, Boston, Massachusetts, accurate figures of his receipts of molasses for Class 2 uses and for other uses listed separately and his inventory as of the end of the month. In addition, he shall submit figures of his inventory of molasses on April 1, 1945.

(c) Nothing contained in this order shall be deemed to relieve T. J. McGovern from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

(d) The restrictions and prohibitions contained herein shall apply to T. J. McGovern, his successors and assigns, or persons acting on his behalf. Prohibitions against the taking of any action include the taking directly as well as indirectly of any such action.

Issued this 13th day of June 1945.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 45-10332; Filed, June 13, 1945;
11:29 a. m.]

WAR SHIPPING ADMINISTRATION.

"CAIMAN II"

DETERMINATION OF VESSEL OWNERSHIP

Notice of determination by War Shipping Administrator pursuant to section

3 (b) of the act approved March 24, 1943, (Public Law 17, 78th Congress).

Whereas on July 28, 1942, title to the vessel Caiman II (including all spare parts, appurtenances and equipment) was requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended; and

Whereas section 3 (b) of the act approved March 24, 1943 (Public Law 17, 78th Congress), provides in part as follows:

(b) The Administrator, War Shipping Administration, may determine at any time prior to the payment in full or deposit in full with the Treasurer of the United States, or the payment or deposit of 75 per centum, or just compensation therefor, that the ownership of any vessel (the title to which has been requisitioned pursuant to section 902 of the Merchant Marine Act, 1936, as amended, or the act of June 6, 1941 (Public Law 101, Seventy-seventh Congress)), is not required by the United States, and after such

determination has been made and notice thereof has been published in the FEDERAL REGISTER, the use rather than the title to such vessel shall be deemed to have been requisitioned for all purposes as of the date of the original taking; *Provided, however,* That no such determination shall be made with respect to any vessel after the date of delivery of such vessel pursuant to title requisition except with the consent of the owner. * * *

and

Whereas no portion of just compensation for the said vessel has been paid or deposited with the Treasurer of the United States; and

Whereas the ownership of the said vessel, spare parts, appurtenances and equipment is not required by the United States; and

Whereas the former owner of the vessel has consented to this determination and to the return of the vessel and the conversion of the requisition of title

therein to a requisition of use thereof in accordance with the above-quoted provision of law;

Now, therefore, I, Emory S. Land, Administrator, War Shipping Administration, acting pursuant to the above-quoted provisions of law, do hereby determine that the ownership of said vessel, spare parts, appurtenances and equipment is not required by the United States, and that, from and after the date of publication hereof in the FEDERAL REGISTER, the use rather than title thereto shall be deemed to have been requisitioned, for all purposes, as of the date of the original taking.

Dated: June 11, 1945.

E. S. LAND,
Administrator.

[F. R. Doc. 45-10327; Filed, June 13, 1945;
11:29 a. m.]